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NEGOTIATED AGREEMENT

between the

BOARD OF EDUCATION OF THE STRONGSVILLE CITY SCHOOL DISTRICT

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCALS 290 AND 028

AUGUST 1, 2011 THROUGH JUNE 30, 2014

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DEFINITIONS

Unless otherwise defined in this Agreement, the terms "Days," "Full-time Employee," "Permanent Part-time Employee," "Year," "Agreement," "Contract," "Board," "Union," "Local," "Classified," "Superintendent," "Injury Leave," and "District Seniority" shall be defined as follows:

Final Contract Wage: As used in this Agreement, Final Contract Wage consists of hourly rate, longevity, and the amount the employer picks up and pays on the employee's behalf to SERS.

Days: "Days" shall mean calendar days unless otherwise stated in this Agreement.

Full-time Employee: "Full-time Employee" shall mean an employee who works at least seven (7) hours a day, five (5) days a week, and at least nine (9) months per year.

Permanent Part-time Employee: "Permanent Part-time Employee" shall mean an employee who works less than 7 hours a day and four/five (4/5) days a week, and at least 9 months per year.

Year: "Year" shall mean contract year which commences on August 1 and terminates the following June 30.

Agreement: Agreement or contract between the Strongsville Board of Education and the Union.

Contract: Contract or agreement between the Strongsville Board of Education and the Union.

Board: The Strongsville Board of Education.

Union: Ohio Association of Public School Employees, Local 290 and Local 028.

Local: The affiliates of the Ohio Association of Public School Employees serving the employees of The Strongsville Board of Education as defined in this contract.

Classified: Employees who are members of the bargaining unit represented by the Ohio Association of Public School Employees.

Superintendent: Superintendent of Strongsville City Schools or his/her designee.

Injury Leave: Injury leave means leave granted pursuant to Article 22 for those employees who suffer a work related injury that is deemed compensable under the workers compensation laws of the State of Ohio.

District Seniority: As used in this agreement, District Seniority shall mean years of continuous service with the Strongsville City Schools.

ARTICLE 1 – RECOGNITION

1.1 The Strongsville Board of Education, hereinafter, "Board," recognizes the Ohio Association of Public Schools Employees, Locals 290 and 028, hereinafter, "Union," as the sole and exclusive bargaining agent for all classified employees employed in the following bargaining unit.

A. The unit shall include all full-time and permanent part-time employees, classified, except as noted below.

B. The unit shall not include supervisory or administrative personnel and shall exclude the following non-supervisory and non-administrative positions; hereunto referred to as, "leadership."

-Benefits Specialist
-Assistant Supervisor of Transportation
-Records Specialist, Human Resources Office
-Secretary to the Superintendent
-District Receptionist
-Secretary to the Director of Business Services
-Secretary to Technology Director
-Network Manager
-Secretary to the Assistant Superintendent for Human Resources/designee
-Secretary to the Director of Curriculum and Talent Development
-Secretary to the Director of Pupil Services
-Secretary to the Treasurer
-Coordinator of Accounting
-Coordinator of Data and Communication
-Coordinator of Grading/Scheduling/Website Management
-EMIS Coordinator

If changes in the above administrative titles are made that do not involve substantial changes in the administrative duties, the secretarial positions will remain excluded from the bargaining unit.

C. Within the unit, Local 028 shall represent Bus Drivers, Bus Mechanics and Bus Aides. Local 290 shall represent the remaining employees in the unit.

1.2 This recognition constitutes an agreement to attempt to reach mutual understanding regarding salary schedules, pay procedures, negotiation procedures, and any other items mutually agreed to between the parties.

ARTICLE 2 – PRINCIPLES

2.1 Members of the bargaining unit have the right to join, participate, or assist the Union and the right to refrain from such. Such membership, participation, or assistance shall not be a prerequisite for employment or continuation of employment.

ARTICLE 3 – NEGOTIATIONS PROCEDURE

Unless otherwise agreed, the following shall apply.

3.1 Request for Meeting

Either party may request the opening of negotiation for a successor agreement, provided the provision of Article I has been met. Such a request shall be in writing and must be submitted to the other party after April 1 of the year in which this Agreement expires. An initial meeting will be set at a mutually acceptable time and date within ten (10) calendar days of the date of this request.

3.2 Submission of Issues

All proposals for negotiation shall be submitted in writing by the Union at the initial meeting and by the Board no later than the second meeting. No further negotiations will take place until the agenda for negotiations has thus been established and initialed by both teams. Following establishment of the agendas, no new issues shall be proposed by either party unless agreed to by both parties.

3.3 Negotiation Team

A. All negotiations will be conducted by teams designated by the Board and by the Union. The Board's team will be limited to a maximum of seven (7) members, including one (1) non-employee. The Union will be limited to a maximum of one representative from each classification and the Union Presidents equaling seven (7) members from Local 290 and four (4) members from Local 028 and one (1) non-employee. Each Local shall have one (1) alternate who will sit in on all negotiations and will serve as a substitute in the absence of a regular team member.

B. Either negotiating team may call upon a maximum of two (2) consultants in any negotiations meeting. Such consultants are to be considered advisors and shall not participate in negotiations without the consent of both parties.

C. Each negotiating team will have the authority to make proposals, react to proposals, and to indicate tentative agreement on behalf of the party it represents. Final agreement, however, can only be concluded according to the procedures contained in Article 3, paragraph 3.6, of this Agreement.

3.4 Exchange of Information

Prior to and during the period of negotiations, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration. Information to be exchanged shall not include notes, minutes, or other work papers prepared by or at the direction of the negotiating teams. All copies shall be furnished at the expense of the party requesting said information at the established Board rate.

3.5 Bargaining Procedures

A. All bargaining sessions shall be held at times and places acceptable to both parties. No session shall be held during regular school hours except after fifteen (15) sessions or a total of thirty (30) hours, whichever comes first, of active negotiations (not caucus or break time), members of the Union's negotiating team may be released from work duties without loss of pay for no more than four (4) hours per day, for up to four (4) separate days for scheduled negotiations. Any substitute costs incurred will be shared equally between the Board and the Union.

B. Either party may call caucuses during negotiations.

C. During negotiations, both teams may provide confidential progress reports to the party they represent. Neither party may issue a statement to the media unless impasse has been declared. A copy of the release will be provided to the other party at the time and by the same method.

D. No employee participating in negotiations on behalf of the Union will be coerced or penalized based on the legitimate use of these procedures.

E. Issues relating solely to one local will be first negotiated in subcommittee and then both negotiation teams.

3.6 Agreement

When an agreement is reached through negotiations, it shall be reduced to writing and submitted to the Union and to the Board for approval. The Union shall approve the contract before the Board votes upon it. Approval by the Unions shall be by majority vote of all bargaining unit employees who are members of the locals. Following approval by both parties, the Agreement shall be binding on both parties.

3.7 If an agreement has not been reached after a full consideration of proposals and counterproposals, either party may declare impasse, provided such declaration cannot be made sooner than thirty (30) calendar days following the initial meeting.

A. The parties shall jointly prepare and submit a request for a mediator to the Federal Mediation and Conciliation Service.

B. The assigned mediator shall have the authority to call meetings and consult separately with the parties for the purpose of promoting an agreement.

C. The mediator has no authority to bind either party to any agreement.

ARTICLE 4 – WORK STOPPAGE

4.1 For the duration of this contract, neither the Union, its agents, nor the non-teaching employees represented by the Union shall engage in, assist in, sanction, or approve any strikes, slow-downs, withholding of services, or any other concerted effort or conduct which interferes with, impedes, or impairs the normal operation of the schools.

4.2 In the event that the employees represented by this bargaining unit are required to cross a picket line due to a work stoppage or strike by any other group, the Board shall make reasonable provisions to protect the employees' safety.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 The Board is recognized by the Union as having all rights, powers, and authority to establish policies, rules, regulations, and procedures the Board deems necessary to govern, manage, and direct the operations and activities of the school district. The exercise of these rights, powers, and authority shall be limited only by the specific and expressed terms of this contract. Furthermore, the Board retains all rights granted by Local, State, or Federal law.

ARTICLE 6 – UNION RIGHTS

The following sole and exclusive rights shall be granted to the Union.

6.1 The Board shall make available to the Union an area for office space and the use of a telephone, if requested. The Union shall reimburse the Board for the cost of the telephone.

6.2 Duly authorized representatives of the Union may transact Union business on Board property any time before, after, or during the regular workday provided that such business shall not interfere with the assigned duties of the employee.

6.3 The Union may use school-owned equipment including typewriters, computers, duplicating equipment, calculators, and all types of audio-visual equipment provided such equipment is not otherwise in use. If the equipment is to be removed from the premises, the request must be made on appropriate forms and approved before said equipment can be removed. The cost of expendable supplies and equipment repairs from misuse shall be reimbursed by the Union.

6.4 The Board shall make available its facilities, at no cost, for Union meetings.

6.5 The Union President shall, no later than two (2) days prior to the Board meeting, be provided with the Board's agenda, approved minutes, and other documents given to Board members.

6.6 Each school shall provide adequate space on a present bulletin board for Union materials for the purpose of communications with members of official notice of, or results of, official business, activities, and meetings of the Union.

6.7 The Union shall have, without charge, use of the District's mail service, member mailboxes, and District e-mail service for communication with members. The Board shall not authorize another rival labor organization to use these services.

ARTICLE 7 – LABOR MANAGEMENT COMMITTEE

7.1 The Labor Management Committee shall consist of:

A. Superintendent or designee.

B. Up to three (3) administrators selected by the Superintendent

C. Local Presidents

D. No more than ten (10) total members – the Local Presidents and eight others selected by the Local Presidents

E. A secretary to record the minutes of the meeting

Labor management shall be held during school time.

The Labor Management Committee may be combined with the SEA Labor Management meetings with the approval of the SEA and the Superintendent or designee.

7.2 The Committee shall meet each month during the school year to discuss matters of common interests.

7.3 The Presidents of the Locals and the Superintendent or his/her designees will schedule meetings at mutually convenient times during the first week in September for each month of the school year.

7.4 Meetings may be cancelled by mutual consent of the Presidents and Superintendent or his/her designees.

7.5 The Union will post meeting dates and names of the committee members in each building.

7.6 The Board of Education will provide training to representatives of the LMC, and through that training, the LMC will develop guidelines and procedures for the LMC process, including the composition and terms of the LMC representatives.

ARTICLE 8 – ATTENDANCE AT OAPSE BUSINESS MEETINGS

8.1 Any night custodian desiring to attend an OAPSE Union business meeting may do so in exchange for working "additional" hours and minutes as are required to fully "repay" the system for the actual hours and minutes he or she is away from his or her work post while in attendance at such meeting. The principal/supervisor shall be notified at least twenty-four (24) hours in advance of attendance at the meeting and will grant approval unless there is a scheduled activity in the building. If there is a scheduled activity in the building, one custodian must remain on duty.

8.2 Two (2) members of each Local may be granted leave with pay for up to three (3) days each to attend the OAPSE Annual Delegate Conference, if the dates of this conference fall on a workday. Each of these four individuals may take an additional day without pay. None of the expenses of such attendance shall be borne by the Board.

8.3 An elected OAPSE state or district officer (up to a maximum of two (2) employees in the same year) will be granted up to three (3) days of leave without pay to attend the OAPSE Delegate Conference if a request is submitted with information confirming the employee's office in the state or district and the dates of the OAPSE Delegate Conference.

8.4 The Local Presidents shall be released with full pay and benefits when necessary at the request of the Superintendent or his/her designee.

ARTICLE 9 – GRIEVANCE PROCEDURES

9.1 Definitions

A grievance is defined as a complaint by an employee or employees involving an alleged violation, misinterpretation or misapplication of a provision of this Agreement.

The term "days" when used in this procedure shall mean working days unless otherwise indicated.

9.2 Purposes and Objectives

This grievance procedure is a method by which a bargaining unit member, a group of bargaining unit members, or the Union can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels. The primary purpose of this procedure shall be to obtain at the lowest possible level in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Grievance procedures shall be handled in a confidential manner.

9.3 Procedure

A. Level I – Informal

An employee with a grievance shall first discuss it with his/her immediate supervisor/principal in an effort to resolve the matter informally. The employee will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting) and, when possible, will give the immediate supervisor/principal twenty-four (24) hours advance notice of said meeting. The employee may be accompanied by his/her choice of not more than one (1) other person who shall be a member of the Local or representative of OAPSE. If it is determined that additional personnel beyond those identified above are necessary to address the matter, the Union or Administration, as appropriate, shall be notified at least one (1) hour before the other individuals attend the meeting. The building principal or immediate supervisor shall have five (5) working days to respond in writing to the informal meeting.

B. Level II – Formal Grievance

All formal grievances must be in written form and include the specific alleged violation(s), misinterpretation(s), or misapplication(s) of this Agreement, Board policy, or administrative practice or procedure; and the relief sought. A copy of the grievance form is attached as Appendix A.

1. If the grievance is not resolved at Level I, the grievance shall be put in written form and submitted to the building principal or immediate supervisor. If such written submission is not made within fourteen (14) calendar days of the act or condition giving rise to the grievance, the grievance shall be considered waived. In the event both Locals desire to grieve an issue, the first grievance filed in writing shall have precedence.

2. A meeting shall be mutually agreed upon between the grievant and the party receiving the grievance or his/her designee within five (5) working days of filing the grievance. The grievant and/or administrator may meet individually or be accompanied by additional representatives. See 9.3A for notice and number of additional representatives on both sides.

3. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

4. Within five (5) working days of the meeting, the party receiving the grievance or his/her designee shall provide the grievant with a written response stating his/her answers to the grievance.

C. Level III

1. If the grievance is not resolved at Level II, the grievant may, within five (5) working days of receipt of the Level II written response, appeal the grievance to the Assistant Superintendent for Human Resources/designee. The appeal shall include a copy of the previous decision, the grounds for appeal, and a request for a meeting to discuss the grievance.

2. The meeting shall be mutually agreed upon between the grievant and the party receiving the grievance or his/her designee within five (5) working days of filing the grievance at Level II.

3. The meeting shall be conducted in the manner stated in paragraph B of Level II.

4. Within five (5) working days of the meeting, the Assistant Superintendent for Human Resources/designee shall provide the grievant with a written response stating his/her answer to the grievance.

D. Level IV

1. If the grievance is not resolved at Level III, the grievant may, within five (5) working days of receipt of the Level III written response, appeal the grievance to the Superintendent. The appeal shall include a copy of the previous decisions, the grounds for appeal, and a request for a meeting to discuss the grievance.

2. The meeting shall be mutually agreed upon between the grievant and the Superintendent or his/her designee within five (5) working days of the filing of the grievance at Level IV.

3. The meeting shall be conducted in the manner stated in Article 9.3B.

4. Within five (5) working days of the meeting, the Superintendent or his/her designee shall provide the grievant with a written response stating his/her answer to the grievance.

E. Level V

1. Within five (5) working days of receipt of the Level IV decision, the grievant may appeal the grievance to the Board of Education through the Treasurer of the Board of Education. The appeal shall include a copy of previous decisions, and the grounds for appeal.

2. Within fifteen (15) working days of receipt of the appeal by the Treasurer of the Board of Education, the Board or committee thereof consisting of not fewer than three (3) members shall conduct a hearing on the grievance in executive session. A notice stating the time and place of the hearing shall be sent to the grievant and the President of the Union at least five (5) working days before the hearing date.

3. The grievant may be accompanied at the hearing by a representative of his/her choosing.

4. Copies of the Board's decision shall be presented in writing to the grievant and to the President of the Union within ten (10) working days after the hearing has been completed.

F. Level VI

1. The grievant, if not satisfied with the disposition of the grievance at Level V, may, with the Union, initiate arbitration by filing a written notice of such decision with the Assistant Superintendent for Human Resources/designee within five (5) work days of the deadline for receipt of the Level V disposition. Otherwise, the matter will be deemed settled on the basis of the Board's final answer.

2. Upon filing of the demand for arbitration, the Union shall contact the Federal Mediation and Conciliation Service to request a panel of seven potential arbitrators. The party shall select the arbitrator to hear the grievance in accordance with the rules of the FMCS.

3. The arbitrator so selected shall hold the necessary hearing and issue a decision within thirty (30) days of the close of the hearing. Arbitration hearings shall be conducted at a time and place which afford a fair and reasonable opportunity for all persons required to be present to attend.

4. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final, conclusive, and binding upon the grievant, the Union, and the Board. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Contract, nor to add to, detract from, or modify the language in arriving at his/her decision. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall not have authority to decide or render opinions on any other issue(s) not so submitted.

5. Except as expressly limited by this Contract, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of the law. The arbitrator is

specifically prohibited from making any decision, which is inconsistent with the terms of this Contract or contrary to law. In awarding relief, the arbitrator may not usurp the legal authority vested by law in the Board or the administrator including those rights set out in R.C. Sec. 4117.08 (C). The arbitrator shall rule on any question pertaining to whether he/she has the legal or contractual authority to recommend the relief sought if requested to do so by either party.

6. The total cost of the arbitration which shall include any initial fees, the fees and expenses of the arbitrator and any other costs associated with the arbitration, such as room rental, etc., shall be paid by the losing party. Each party shall be responsible for all other expenses of its own representation and any witness it may call.

G. At any time and at any level, the Union or the Board may request an extension of any timeline. All extensions shall be submitted in writing.

H. The Union and the Board may mutually agree in writing to waive any and/or all steps of the grievance procedure.

ARTICLE 10 – POSTING JOB VACANCIES

10.1 All positions vacant due to promotion, resignation, termination, retirement, or lateral transfer will be filled within forty-five (45) working days after the date the position is vacated.

A. All positions vacated due to promotion, resignation, termination, retirement, or lateral transfer are to be posted within five (5) working days.

1. The first bid in the Transportation Department shall only be open to bus drivers if it is a bus driving position and if it is an aide position, shall only be open to bus aides. The second bid in the Transportation Department is open to all bargaining unit members other than those in the classification being bid, substitutes and outside applicants. Bargaining unit members will be considered before substitutes and outside candidates. Substitutes and outside candidates will only be considered if there are no qualified eligible bargaining unit members.

B. 1. Human Resources will have no more than thirty (30) working days to post and complete the Matrix. Building Principals/Supervisors will have no more than ten (10) working days to interview for the position. Human Resources will have no more than five (5) working days to fill the position.

2. The first bid (other than Transportation) shall only be open to employees within that job title. The posting period for bids within the department shall be for three (3) working days. The successful bidder shall begin the bid no later than five (5) working days from the posting. Positions that remain available after Section B.1 above shall be filled according to Article 10.

C. Positions vacated due to an employee on Medical Leave will be filled in accordance with the following procedure:

1. During the first sixty (60) days of Medical Leave, the position will be filled by a casual substitute.

2. Beginning with the sixty-first (61st) day of the Medical Leave, the position will be posted for a temporary bid to employees in the same employee category. The successful bidder will not be eligible for fringe benefits unless the employee was currently eligible for fringe benefits at the time of the bid.

3. If more than one (1) employee from the same category bids on the temporary position, the temporary position will be awarded to the most senior employee.

4. If no employee within the same category bids on the temporary position, the position will be filled for the duration of the Medical Leave by a casual substitute.

D. Positions vacated due to an employee on Unpaid Medical Leave under Article 18 will be posted and filled within sixty (60) working days (see Article 18.5).

10.2 All vacancies in bargaining unit positions will be posted in all District school buildings and the Board Office September to June and at the Board Office June to August. Additionally, job vacancies will be advertised via the District's voicemail and e-mail. Any bargaining unit member may apply for posted positions within five (5) working days during the school year or within seven (7) calendar days during the summer when school is not in session. For this Article, working days will be defined by the work calendar of the position that is posted. The letter of interest in Appendix B must be used when applying for any bargaining unit position.

10.3 When necessary, the matrix to be used in filling vacancies is attached as Appendix C.

A. Matrix interviews will be scheduled by the Human Resources Department and conducted by the Human Resources Director.

B. If possible, matrix interviews may be held on the same day for all selected candidates. No candidate may delay the interview process. If the Human Resources Director believes it is necessary to pre-screen applicants for the matrix interview process, he/she will notify the respective Union President to discuss the issue. If the Union President concurs, the candidates will be pre-screened and only those chosen after the pre-screen process will receive a matrix interview.

C. Bargaining unit employees are limited to a total of two (2) position changes per calendar year. If an employee has two position changes in a calendar year, such employee shall not be an eligible bidder and shall not be considered for the position. Any employee who is offered and accepts a promotion/transfer and ultimately exercises his/her rights under Section 10.3 shall be deemed to have changed positions for the purposes of this section.

This restriction number does not apply to bus driver route bidding. If an employee refuses a position or after accepting a position requests and is permitted to go back to his/her previous position, such action will count as a move for purposes of this section.

10.4 Internal candidates, including non-bargaining unit employees who were formerly part of the bargaining unit, may apply for bargaining unit positions and shall be considered in the matrix process before outside candidates are considered.

10.5 A representative from the affected classification selected by the respective OAPSE President will be given the opportunity to review current exams and make recommendations for revisions in these instruments.

Clerical – Special Education Aide/Attendant, Clerk, Data Input, Payroll Specialist, Secretary

Words Per Minute/Typing – Media, Clerk, Data Input, Secretary, Payroll Specialist

Bookkeeping – All bargaining positions in the Treasurer's office and HS Data Input/Bursar

10.6 There shall be a building or site interview committee to consider the candidates for bargaining unit positions posted for more than two (2) hours. The candidates will be those selected as a result of the matrix process.

A. The respective OAPSE President shall have the right to appoint the OAPSE interview committee representative. In order to be a member of the interview team, all members must have received appropriate training.

B. Final interviews shall be held on the same day for all selected candidates. Final candidates will have the option to interview by phone if not available on the scheduled interview day. Team interviews should be conducted off school time. However, the parties understand and agree that some interviews may be conducted during school time. If conducted during school time, substitutes may not be provided.

C. If two (2) or more candidates' qualifications and results of the interview are determined by the team to be equal, the senior qualified candidate shall be recommended to the Superintendent. If the team cannot reach consensus as to which candidate is to be recommended to the Superintendent for selection, the matter will be referred to the Human Resources Director and the respective OAPSE President for a determination as to how the matter should be resolved. Final selection is reserved to the Superintendent.

D. OAPSE Interview Team representatives will be trained yearly by the Human Resources Director or designee.

10.7 A copy of any new and/or revised job description for a bargaining unit position will be sent to each OAPSE President. The Human Resources Director, the President of each Local and a representative from the category will review all job descriptions every five (5) years on a rotating basis by category.

10.8 For purposes of compensation, an employee moving from one category to another category will be paid at the closest step/level equal to or greater than the step/level from which he/she transferred. An employee moving from one classification to another classification within the same category will move horizontally on the salary schedule at the same step from which he/she transferred. This revision is not retroactive and will apply only to those moves that take effect on or after August 1, 2001.

For purposes of compensation, an employee gaining a second position within the district outside of his/her current classification will be paid at the beginning level for the second position.

For purposes of compensation, an employee gaining a second position in the same classification within the District will be paid at the same rate at his/her current step level for that second position.

For purposes of compensation, an employee RIF'd to a position of lesser responsibility will retain his/her dollars per hour when moved to the lower pay scale in the following contract year.

10.9 The Presidents of the Locals shall have input into the matrix utilized in filling of vacancies. The matrix categories are reflected in Appendix C.

10.10 Notifications

A. The Local President and Local Treasurer shall be provided the names and job locations of all new employees, transferred employees, and promoted employees within ten (10) working days of their date of hire/change in position by the Human Resources Department.

B. An employee who has been selected for the vacant position along with all candidates interviewed by the committee will be notified by phone within three (3) working days of the interview team recommendation by the Director of Human Resources or his/her designee.

C. An employee offered the position must accept or decline the position within twenty-four hours of being offered the position. If an employee rejects the position, it must be in writing, which includes e-mail, and filed with the Department of Human Resources within this twenty-four (24) hour period. If the employee fails to respond or provide the written rejection within this time period, it shall be deemed as a rejection of the position.

D. The work location of the selected employee and the new work location of the selected employee will be notified within three (3) working days of the recommendation of the interview team.

10.11 Newly hired employees and employees changing positions will be given two (2) days of training equal to the number of hours the position entails.

ARTICLE 11 – PROBATIONARY PERIOD

11.1 All new hires appointed to full-time or part-time bargaining unit positions shall serve a probationary period of ninety (90) working days. A new hire will be evaluated every thirty (30) working days during the probationary period effective October 1, 2003. Disciplinary suspension status and absence shall not be considered a part of the probationary period. During this probationary period, the probationary employee may be dismissed at any time in the District's discretion without any provision of this Agreement applying. Upon request, the Assistant Superintendent for Human Resources/designee will meet with the employee to discuss the reason(s) for termination.

11.2 Employees who are in probationary status may not apply for any position during applicable probationary period.

11.3 Employees with continuing contract status who are promoted within the school district or laterally transferred shall serve a probationary period of forty-five (45) working days in the new position. If at any time during this probationary period the employee determines that the new position is not satisfactory, the employee may request to return to his/her previously held position. If at any time during this probationary period the Board determines that the newly promoted or transferred employee is not performing satisfactorily or decides to grant the employees request to return to the previously held

position, the employee shall be returned to the position he/she held immediately before promotion or transfer within five (5) working days.

11.4 The running of any probationary period shall be suspended during any period of employee absence such as leave time or layoff. After satisfactory completion of the probationary period, the employee shall be granted continuing contract status.

ARTICLE 12 – DISCIPLINARY PROCEDURE

12.1 A progressive discipline procedure may be used in dealing with employees. The administrator, supervisor, or coordinator may initiate action on any step in the procedure, depending on the seriousness of the offense, and repeat any step if appropriate. The disciplinary forms are attached in Appendix D.

Step 1: Oral reprimand (Written reports of oral reprimands may be placed in the employee's file, but need not be. The administrator, supervisor, or coordinator may keep personal notes regarding oral reprimands.)

Step 2: Written reprimand

Step 3: Suspension with or without pay

Step 4: Termination

12.2 Request for Removal of Reprimands

A. Twenty-four (24) months after an oral or written reprimand for a minor offense or thirty-six (36) months for a more serious offense, if an employee has no subsequent offenses of any type, he/she may request the removal of said reprimands from his/her file.

B. If the individual who placed the reprimand in the file (if still employed by the Board) and the Assistant Superintendent for Human Resources/designee agree, the reprimand will be removed from the file and destroyed. If the request is denied, the employee may again request its removal twelve (12) months after the denial.

C. This procedure shall also apply to a supervisory memorandum.

D. No administrator shall write a rebuttal to the employee's response to an evaluation, disciplinary letter, or administrative opinion letter.

12.3 In the event a member of the bargaining unit is suspended without pay or terminated under the provisions of this Agreement, before such action may be taken the following procedure shall be followed:

A. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. The employee will be made aware of the offense by written notification. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The employee has the right to be accompanied at the hearing by a Union representative who is an employee of the Board. The employee shall have not less than eighteen (18) hours notice of the time and place of the preliminary hearing. In the event the employee is on any type of leave, or is absent without leave, then notice of the time and place of the preliminary hearing shall be given by ordinary mail sent to the employee's last address as shown on the Board's records. In that event, notice is deemed sufficient if posted seventy-two (72) hours before the preliminary hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the employee of his/her right to such preliminary hearing.

B. At the preliminary hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.

C. Following this preliminary hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters that may have been raised during the preliminary hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such a recommendation as he/she deems appropriate.

12.4 It is the intent of the Strongsville Board of Education to provide to the Union Presidents, a copy of any written reprimand received by a bargaining unit member. It is also the intent of the Administration that the Union President be informed of suspension or termination proceedings for a bargaining unit member.

Failure of the Administration to send a copy of any written reprimand to the Union President shall extend the period for filing a grievance challenging the discipline.

12.5 The procedures herein supersede all other provisions of this Agreement and Chapter 124 of the Ohio Revised Code.

ARTICLE 13 – REDUCTION IN FORCE

When the Board determines it necessary to reduce the number of employee positions, the Board may lay off employees, abolish positions, or both. "Abolishment of position(s)" means the permanent deletion of a position or positions from the school district due to the lack of continued need for the position, or as a result of reorganization for a more efficient operation, for reasons of economy, or for lack of work.

In the event the Board determines it necessary to reduce force, the following guidelines and program for layoff and/or job abolishment shall apply:

13.1 The district seniority list for each job category will be prepared no later than March 1st of each year. When the list has been updated for the current year, the local presidents will be contacted so that they may arrange to obtain the copies for distribution by the Union. Sufficient copies will be provided for posting by the Union in each building (11 schools, 2 administration buildings, Transportation, Maintenance, Bus Garage). The seniority list shall include the contract days.

13.2 When it is anticipated that a RIF may be necessary, the Superintendent and/or his/her designee(s) will meet with the Local Presidents and/or their designees to explain why a RIF is necessary. The purpose of the meeting will be informational. The meeting will be arranged at the earliest possible date and no later than seventy-five (75) days prior to the effective date of a reduction in force.

13.3 No later than sixty (60) days prior to the effective date of a reduction in force, the Local Presidents will be given a list of those employees whose contracts are to be suspended.

13.4 The parties will meet not less than every six (6) months during the twenty-four (24) month recall period to discuss which individual and/or positions are to be permanent or temporary reductions. The twenty-four (24) month recall period starts at the effective date of the reduction in force.

13.5 To the extent possible, the number of employees affected by a reduction in force will be minimized by considering positions open due to employees who retire, resign, or who are not renewed for reasons other than reduction in force. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.

13.6 Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended shall be chosen as follows:

A. All employees in the bargaining unit shall be placed on seniority lists by classification. Seniority shall be defined as the length of continuous service in the Strongsville City Schools. Seniority shall not be interrupted by RIF status or by authorized leaves of absence; however, an employee on RIF or leave shall not continue to accrue seniority while on such status. An employee who is on RIF status but who works 120 or more days during the school year will receive one (1) seniority year.

B. Reduction shall be made from the bottom of the seniority list for that classification. An employee affected shall displace the least senior employee in his/her classification, whose regularly assigned hours/days are equal or closest to, but not in excess of, those of the more senior employee. If there is no less senior employee in the affected employee's classification, he/she shall displace the least senior employee in any classification/category where he/she had held a position previously. The affected employee must meet all current requirements of that position.

C. An employee who is displaced will in turn have the seniority rights to displace the least senior employee in accordance with the provisions stated in Article 13.6, paragraph B. An employee displacing laterally or into a lower classification within the category shall not be subject to a probationary period unless he/she is a probationary employee at the time the displacement occurs in which case the probationary period will be continued in accordance with the provisions of this contract. Categories are specified on page 61.

D. At no time will a more senior employee be displaced by a less senior employee.

E. An employee shall not have the right to displace an employee that would result in a greater annual salary (regular earnings).

F. For the purpose of compensation, an employee reduced to a position of less responsibility will retain the dollars per hour obtained at the higher paying position per Article 10.8.

G. If two (2) or more employees have the same length of continuous service, seniority shall be determined in the order listed below:

1. First day of regular employment

2. The date on which the employee submitted the first completed job application preceding the effective date of the employee's continuous service

3. If any ties remain after (1) and (2), they will be broken by lot

13.7 The names of employees whose contracts are suspended in reduction in force shall be placed on a recall list for up to twenty-four (24) months from the effective date of the reduction. The names of employees who have been recalled to positions on a lower level or a position with fewer hours shall be placed on a recall list for up to twenty-four (24) months from the effective date of the reduction for the provisions provided in A through F below. Employees on the recall list shall have the following rights:

A. No new employees shall be employed by the Board of a bargaining unit position with a job title the same as that from which a person on the recall list was RIF'd while there are any employees on the recall list who previously held a position with the same job title as the vacancy.

B. If a vacancy occurs, the position will be offered to the most senior employee on the recall list who was in the same classification as the vacancy and whose hours were equal to or more than the vacated position at the time of the reduction in force. If that employee refuses the position, he/she will be removed from the recall list and the next most senior employee on the recall list fitting the above stipulations will be offered the position.

C. As positions become available either through attrition or reinstatement, the process in Article 13.7, paragraph B will be followed until all employees on the recall list are restored to their full, previously contracted, hours/days.

D. An employee on the recall list has the right as an internal candidate to apply for any position that is posted. If he/she is offered and accepts a position with more or less hours/days than he/she held immediately prior to being displaced, he/she will automatically be removed from the recall list. It is the employee's responsibility to check the job postings.

E. An employee on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority and accumulation of sick leave as said employee enjoyed at the time of layoff. The employee shall be placed on the salary schedule in accordance with actual experience in that job category.

F. Where group insurance policies permit, an employee on the recall list who does not otherwise have group coverage available may continue to participate in those benefits which are provided to employees in active employment provided suspended employee pays the group rates for such benefits.

13.8 The administration will provide letters of recommendation for employees affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the employee.

ARTICLE 14 – SICK LEAVE

14.1 The provisions of the Ohio Revised Code Section 3319.141 will be followed as will all applicable provisions of all other sections thereof pertaining to sick leave, except as changed in this Article. Sick leave shall accumulate for full-time employees at the rate of one and one quarter (1.25) days per month (15 total days per year). Sick leave shall accumulate for part time employees on the basis of the percentage of "full-time." Sick leave shall have no maximum accumulation.

14.2 All full-time classified staff members will be advanced five (5) full sick leave days during the first year of employment. If for any reason an employee is terminated prior to the completion of a full contract year and has used more than the amount of sick leave he or she has earned, any excess shall be deducted from his or her final pay.

14.3 Except for leaves granted under Article 16, Assault Leave and Article 22, Injury Leave, employees will use sick leave for injuries which disable them from work prior to using any other form of leave. Employees may use sick leave due to personal illness, disability due to pregnancy, exposure to contagious disease which would be communicated to others, and for absence due to illness, or injury, in the employee's immediate family which shall be defined for the purpose of this Article as spouse, son (in-law), daughter (in-law), sister (in-law), brother (in-law), father (in-law) or mother (in-law), grandparent (in-law), grandchild, and any person who reared the employee in lieu of his or her natural

parent or parents, or other persons living in the employee's household who are related to the employee by blood or through marriage. When any personal illness or injury results in an absence that exceeds four (4) consecutive days, the employee shall submit verification of the illness or injury from a physician to the Superintendent, or his/her designee. Sick leave may also be used for absence due to the serious illness or serious injury of the employee's spouse, son (in-law), daughter (in-law), father (in-law), mother (in-law), brother (in-law), sister (in-law), grandparent (in-law), and grandchild. When any family illness or injury results in an absence that exceeds four (4) consecutive days, the employee shall provide the district with certification issued by the health care provider of the relative that includes: The appropriate medical facts within the knowledge of the health care provider regarding the condition of the relative; statement that the employee is needed to care for the person and an estimate of the amount of time for which the employee's care will be necessary. As used in this section "son" and "daughter" shall include step relations.

14.4 Employees may use sick leave due to death of relatives of the employee listed in the above paragraphs as bereavement leave. Sick leave used for the purposes of bereavement and days donated to the sick leave bank shall not be counted as an absence for the purposes of Merit Incentive or in the Matrix scoring.

14.5 Application for sick leave to be used for anticipated medical treatment or anticipated medical disabilities shall be applied for as far in advance as is possible and shall state the anticipated beginning date of the leave, and the estimated duration of the leave so that appropriate plans can be made for obtaining a competent substitute. All employees must endeavor to schedule routine or regularly scheduled medical, dental, or optical examinations or treatments of said employee, and those of his or her immediate family which necessitate his or her absence from work, outside the regular school day whenever possible. A copy of the form is attached as Appendix E.

14.6 All employees returning to work shall furnish a written, signed statement on forms prescribed by the Board to verify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. If hospitalized for a period in excess of two days, the employee shall provide the Assistant Superintendent for Human Resources/designee, when requested, a physician's statement indicating that the employee can resume all assigned duties. Nothing in this section shall be construed to waive the physician-patient privilege provided by O.R.C. 2317.02 or the terms of 3319.141 or 3319.081 and 3319.16 relating to the falsification of statements. If the employee fails to file the form verifying the use of sick leave within 5 working days following receipt of written notice from the Human Resources Department, a deduction for sick leave pay may be made in the employee's next paycheck. A sick leave deduction chart shall be incorporated as Appendix F.

14.7 Employees shall be notified monthly by Direct Deposit Receipt notification of their accumulation to date and at any other times upon written request.

14.8 Falsification of sick leave may lead to disciplinary action up to and including discharge. If the Assistant Superintendent for Human Resources/designee believes there is an established pattern of sick leave absences, he/she shall notify the appropriate Union President to review the matter and where appropriate request additional information.

14.9 Sick Leave Bank

A. Separate Sick Leave Banks shall be established for OAPSE Locals 028 and 290 from voluntary donations of sick leave days from each Local's classified staff members on a case by case basis as needed. Unused days will be returned to the bank.

B. Classified staff members may donate up to twenty (20) days of sick leave to any member requesting use of the Sick Leave Bank.

C. Donated sick leave from OAPSE Locals 028 and 290 members shall be added to the accumulated sick leave of the absent Local 028 and/or Local 290 classified staff member respectively and deducted from the donating member.

D. Once a classified staff member donates sick leave to the Sick Leave Bank it is irrevocable.

E. A classified staff member may use the Sick Leave Bank if he/she has met all of the following criteria:

1. The member has been an employee of Strongsville City Schools for at least one (1) year.

2. All of his/her sick leave/vacation accumulation has been exhausted, or anticipates exhausting all of the days.

3. His/her absence will disable the individual from performing normal job duties and that such condition is anticipated to continue from the date of the qualifying condition. Written medical verification of the above may be required by a licensed medical doctor.

4. His/her absence is due to a catastrophic illness or accident, long-term illness, as certified by the member's doctor.

5. The classified staff member has completed the Application to Use Sick Leave Bank form. See Appendix G.

6. The classified staff member has applied for SERS Disability retirement, when appropriate.

F. In order to be eligible in the OAPSE Local 028 or Local 290 Sick Leave Bank, you must donate one (1) or more sick day(s) to the Sick Leave Bank prior to September 30th of each school year. Sick Leave donation does not guarantee automatic entitlement. The Local shall have the option to waive the requirement to donate a day in order to be eligible for the Sick Leave Bank. This option does not preclude an employee from the requirement of donating a day to be eligible for the Sick Leave Bank. (See Appendix G for Sick Leave Bank Donation Form.)

G. A request for five (5) days or less will not be honored unless a day is needed to maintain health insurance.

H. A Sick Leave Bank Committee has been established for each OAPSE Local Sick Leave Bank to consider each Application to Use Sick Leave Bank. Committee members will include the respective Union Presidents, Assistant Superintendent for Human Resources/designee, and three (3) OAPSE members. The Assistant Superintendent for Human Resources/designee shall provide to the respective committee supporting and/or requested information for the Sick Leave Bank request. The Assistant Superintendent for Human Resources/designee shall have no vote on whether an employee's request should be granted.

I. When the decision has been made that a member is eligible to receive Sick Leave Bank Days, the banked days from the respective OAPSE Local 028 or 290 will be used first. Once days in either Local bank are exhausted, an e-mail (designating which Local) will go out to all OAPSE members as quickly as possible requesting additional donations. Donation forms shall be forwarded to the Union Presidents, who will then forward them to the Assistant Superintendent for Human Resources/designee, as needed.

J. The maximum number of Sick Leave Bank days that may be claimed by any one (1) classified member is two hundred fifty-nine (259) days in any school year.

K. The sick leave bank forms shall be attached as Appendix G.

ARTICLE 15 – PERSONAL LEAVE

15.1 All employees shall be granted up to three (3) days of non-cumulative paid leave each year.

15.2 Personal leave shall not be used to extend holidays or recesses. However, personal leave before or after a holiday may be granted by the Superintendent if the leave is in accordance with paragraph 15.1 of this section.

15.3 All requests for personal leave shall be submitted on the application form at least seventy-two (72) hours in advance of the day for which leave is requested, except in emergencies. In emergencies, the employee shall call Substitute Services as soon as possible to advise of the intended absence. In these circumstances, the employee shall

complete a leave form upon return. The use of emergency personal leave is subject to the three (3) day limit as set for in paragraph 15.1 above.

15.4 Personal leave requests must be made on the appropriate form. (Appendix E) No request will be approved unless all sections are completed.

15.5 Personal leave shall not be used in lieu of or be deducted from an employee's accumulated sick leave.

15.6 Personal leave utilized in violation of these provisions shall be subject to disciplinary action.

15.7 Any unused personal leave days shall be transferred to the employee's accumulated sick leave days on each August 1 during the term of this Agreement.

15.8 If an employee is subpoenaed to testify in a court of law as a witness arising out of any proceeding in which the employee is not a party or a beneficiary, or does not involve a family member or business associate, the employee will not be docked for personal leave. However, in order to receive pay for any hours not worked due to the subpoena, the employee must provide a copy of the subpoena to his/her supervisor.

ARTICLE 16 – ASSAULT LEAVE

16.1 A bargaining unit member who is absent due to physical disability from an unprovoked attack upon said bargaining unit member which occurs on Board premises or while in attendance at an official school function in the course of said bargaining member's employment, shall be granted up to forty (40) working days assault leave, providing all provisions of this section have been met. During such assault leave, said bargaining unit member shall be maintained on full-pay status.

16.2 Assault leave may not be granted under this policy unless the bargaining unit member in question:

A. Has a signed written statement justifying the granting and use of assault leave. The statement shall be upon a Board provided form (Appendix H);

B. Provides a certificate from a licensed physician stating the nature and duration of the disability and necessity of absence from regular employment;

C. Agrees to file criminal prosecution against the person or persons involved. Charges do not have to be filed in any situation where the Superintendent and support staff employee agree not to file charges.

16.3 Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment.

16.4 If the employee's assault leave is exhausted, he/she may request an unpaid leave of absence for medical reasons.

ARTICLE 17 – PARENTAL LEAVE

17.1 Parental leave without pay shall be granted to employees who are the parents of a newborn, legal ward (guardianship), or adopted child. A parental leave shall begin at any time after (a) commencement of the pregnancy, (b) in the event of adoption, the receipt of custody, (c) upon completion of the period of maternal disability following pregnancy, or (d) any time before the child reaches age eighteen (18). Only one (1) leave per child shall be granted, and the leave shall be taken only in one block. The date established for the beginning of such leave shall be determined by the employee. Parental leave taken within twelve (12) months of the child's birth or adoption will count toward available Family and Medical Leave.

17.2. During the school year in which the parental leave commences, the employee may take the leave for the balance of the school year or, where applicable, opt to return at the beginning of a grading period during that school year. At the employee's option, parental leave may be extended for up to two (2) additional school years. The extension of the second or third year cannot be a portion of a school year except when agreed to by the Superintendent/designee for extraordinary circumstances.

17.3. Application (Appendix I) for the initial parental leave shall be submitted as soon as practicable but at least thirty (30) calendar days in advance of the approximate starting date which shall be stated on the application. The application for parental leave may be cancelled by the applicant, with approval of the Superintendent/designee, prior to its effective date. The application to extend the parental leave for up to two (2) additional years must be submitted to the Human Resources Office on or before March 15th unless the initial parental leave arises after March 15th but prior to the end of the school year; in such case, the application must be submitted on or before August 1st.

17.4 Employees on parental leave who have exhausted their Family and Medical Leave may continue their hospitalization and other group insurance benefits for the duration of said leave providing they reimburse the Board for premium costs.

17.5. Upon return from approved parental leave at the time set forth in the application for leave, the employee will be assigned to his/her prior position if it is available, or to a position substantially equivalent to the one he/she held prior to the parental leave unless such position is not available, in which case he/she will be assigned to a position within his/her category, if available.

17.6. To be eligible for an additional parental leave (for a different child), the employee must return to work for one (1) full year between the parental leaves.

17.7. For purposes of clarification, sick leave for pregnancy disability is not the same as parental leave. The use of accrued/advanced sick leave for pregnancy disability after the normal delivery of a child is generally thirty (30) workdays in the same school year.

17.8. While on a parental leave of absence, the employee remains subject to contractual provisions regarding reduction in force.

17.9. An employee who adopts a child may take up to six (6) weeks (or the amount of accumulated sick leave, whichever is less) of paid sick leave beginning with the date the employee receives custody of the child.

17.10 An employee on parental leave will be credited with seniority as if the leave had not been taken.

17.11 An employee does not have to exhaust his/her sick leave to receive a parental leave.

ARTICLE 18 – UNPAID MEDICAL LEAVE OF ABSENCE

18.1 When an employee has exhausted his/her accumulated sick leave and is still unable to return to work due to personal illness or disability, the Board of Education will, as directed by Section 3319.13 O.R.C., and upon proper application of the employee, place the employee on an unpaid medical leave of absence. Such a leave will begin on the day that the employee's accumulated sick leave reaches the zero point and the employee has no earnings due (which includes vacation time), and will be for not less than the balance of the current school year or current school semester, whichever is shorter and for a maximum period of not more than two (2) consecutive school years in addition to the remainder of the semester during which it commences. While on Unpaid Medical Leave of Absence, the employee ceases to accumulate sick leave. The Board of Education will, however, pay its full share of all hospitalization and major medical insurance, if any, and group term life premiums falling due and payable prior to the end of the month during which the medical leave begins. Provided, however, that an employee may request emergency short-term medical leave for a total period not exceeding thirty (30) calendar days in which case all fringe benefits will be maintained by the Board and the employee shall return to the position temporarily vacated. A condition precedent to the granting of any such short-term emergency medical leave shall be the providing by the employee of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) days. Should the employee in question be unable to return to full-time responsibilities upon completion of said thirty (30) day period, he or she must request regular medical leave in accordance with the terms of the remainder of this policy.

18.2 An employee on an unpaid medical leave of absence will be carried on payroll records as required by 3313.202 of the Ohio Revised Code.

18.3 An employee shall be paid in full the balance due him or her in his or her last check with appropriate deduction made for Federal withholding tax, city income tax, retirement contribution, insurance, Union dues, etc.

18.4 While an employee is on an unpaid medical leave of absence, such employee will be given the opportunity of participating in the hospitalization/health care insurance and group life programs by forwarding a check or checks for both the Board's portion and the employee's and family portion (when applicable) to cover the cost of said insurance programs. The Assistant Superintendent for Human Resources/designee office will process all leave and request for insurance coverage. Checks must be in the Human Resources Office not later than the 20th day of the month in order to continue the insurance in force. The checks for fringe benefits are to be made out to Strongsville City Schools and the Treasurer's Office will forward these checks to the specified company.

18.5 The employee, upon return, will resume work at his/her previous position and previous building if the return occurs within sixty (60) working days. After sixty (60) working days an employee returning from unpaid medical leave of absence granted under this Article will be placed in an equivalent position to the one he/she held prior to the leave unless there is no position within his/her category per the Reduction In Force (RIF) procedures.

18.6 An employee who desires to return to work prior to the expiration of the requested leave may inform the Superintendent or his/her designee in writing of such interest. This expression of interest must be accompanied by the physician's statement indicating the employee's medical condition is such that all assigned duties can be resumed. The Superintendent or his/her designee will consider the placement of any such employee for any position which becomes vacant and for which the employee has the proper and necessary qualifications. The employee has, however, no assurance of any position prior to the expiration of the original leave term as granted.

18.7 An employee will not earn credit for experience on the salary schedule for the time of the medical leave of absence, but will retain seniority as if the leave had not been taken.

18.8 The provisions of this contract's RIF policy apply to individuals on medical leave.

18.9 Employees should refer to Board Policies for provisions under the Family Medical Leave Act.

ARTICLE 19 – JURY DUTY LEAVE

19.1 When a bargaining unit member receives notification pertaining to jury service from the court, the employee will notify his/her immediate supervisor and the Human Resources Office so that appropriate arrangements can be made.

19.2 Employees on jury duty who work the first or third shift will be compensated at their regular rate of pay for the number of hours regularly worked. Employees on the second shift will be compensated for actual time missed due to jury duty, which includes travel and mealtime, but must report to work. The supervisor, after discussion with the second shift employee, will determine when the employee should report to work. Regardless of the shift, the employee, to offset costs incurred in the course of service as a juror, shall retain any compensation received from the court.

19.3 Employees are expected to notify the Human Resources Office and to report to work if jury service is cancelled for any of the scheduled days.

ARTICLE 20 – SHORT-TERM UNPAID LEAVE

20.1 An unpaid leave of absence of not to exceed five (5) days per year shall be granted to an employee upon satisfaction of the conditions set forth below. Employee is eligible to apply for such leave only one (1) time in every school year.

20.2 To be eligible for such unpaid leave, the employee must submit a written application at least twenty (20) work days in advance but not more than thirty (30) days of the requested leave. Such leaves will be approved on a first-come, first-serve basis, and will be granted to not more than one (1) person in any building or department at any one time. Such leaves will not be granted during the first or last week of the school year, during the last two weeks of November, the last two weeks of December, the first two (2) weeks of January, or the week before or week following school spring vacation.

ARTICLE 21 – MILITARY LEAVE

21.1 An employee called to active duty status during the regular work year shall receive his/her full pay for the first month of such absence. Thereafter, such leave shall be unpaid. However, the Board will continue to provide health and life insurance coverages to the employee and, if appropriate, his/her dependents for the duration of the leave to a maximum of six (6) months in accordance with the Board's contributions as set by Articles of this Agreement.

21.2 Military leave shall be considered as continuous employment for the purpose of calculating sick leave accumulation, seniority, and salary placement.

ARTICLE 22 – INJURY LEAVE

22.1 An employee who is injured in the course and scope of his/her employment with the Board or contracts an occupational disease in the course and scope of his/her employment is eligible to take Injury Leave for up to a maximum of twelve weeks provided the injured employee elects such leave and executes the Injury Leave form attached as Appendix M. An employee electing Injury Leave will be paid his/her wages at the same rate of pay, less applicable deductions, as that being paid at the time of the injury. The rate will be multiplied by the employee's usual number of scheduled hours per week. Injury Leave payments will take the place of payment of compensation by the Bureau of Workers' Compensation. Injury Leave wage continuation will be made only during the period of time that workers compensation benefits would have otherwise been paid by the Bureau. Payment under this section will be made only upon satisfactory proof of disability from the preferred medical provider and a completed claim application. During the period of Injury Leave (maximum of twelve weeks), the District will not utilize its

right to designate such absence as a FMLA leave, nor shall the employee be required to use his/her sick leave entitlement.

ARTICLE 23 – HOLIDAYS

23.1 All members of the bargaining unit will receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	December 24
Memorial Day	Christmas Day

23.2 In addition to the above named holidays, members of the bargaining unit employed on an eleven (11) or twelve (12) month basis will receive the following as holidays:

Independence Day	The day after Thanksgiving
December 31	The Wednesday before Thanksgiving

23.3 Should Independence Day, Christmas Day, or New Year's Day fall on a Saturday, the holiday will be observed on the preceding Friday. If Independence Day, Christmas Day, or New Year's Day falls on a Sunday, the holiday will be observed on the following Monday.

23.4 If two (2) consecutive holidays fall on a weekday and on the weekend, the days off will be designated by the Superintendent.

23.5 Annually a non-working, non-scheduled day will be designated in conjunction with spring vacation, to be designated at the time the work calendars are established.

ARTICLE 24 – VACATIONS

24.1 All full-time and permanent part-time employees who are regularly employed for eleven (11) or more months in a calendar year shall receive paid vacation. Vacation accrual will be based on years of continuous services as follows:

1st through completion of 6th year – 2 weeks
7th through completion of 12th year – 3 weeks
13th through completion of 19th year – 4 weeks
20th year and over – 5 weeks

24.2 Eligible employees will accrue vacation monthly, and the annual amount will be credited to their account on their anniversary date. Vacation accrued may be taken with the approval of the immediate supervisor and the Superintendent or her/his designee. If more than one employee selects the same vacation days, the supervisor will work out the vacation schedule based on seniority.

24.3 Unused vacation may be accumulated not to exceed the time credited for the two (2) preceding years. Upon termination and after at least six (6) months continuous employment, payment will be made for the balance of unused credited time and the prorated portion of time accrued and unused in the current year.

24.4 Anniversary dates for vacation accrual will be adjusted for any leaves during which vacation time is not accrued.

24.5 A permanent part-time employee's vacation will be based on the number of hours he/she normally works each week.

24.6 Any maintenance/custodial employee who is eligible to receive five (5) weeks of vacation may not schedule the fifth (5th) week of vacation during the summer months. Any office support employees who are eligible to receive five (5) weeks of vacation may not schedule the fifth (5th) week of vacation during the school year.

24.7 Deduction of vacation days will be taken after the days are actually used.

ARTICLE 25 – HOURS OF WORK

25.1 All members of the bargaining unit shall receive pay at the rate of one and one-half (1 ½) times their regular rate for all hours worked in excess of forty (40) hours in one (1) week (Sunday through Saturday). For the purposes of this Section, hours worked includes hours for which the employee is on a paid leave.

25.2 All employees who work on Sunday shall be paid one and one-half (1 ½) times their regular rate for all hours actually worked, whether or not the employee exceeds forty (40) hours in that week.

25.3 In the event that schools or departments are closed due to statutorily defined and authorized calamity or energy emergency days, all classified employees except those whose attendance shall be required by the Superintendent or his/her designee shall be paid their regular pay. Those employees whose attendance is required by the Superintendent or his/her designee shall receive his/her regular pay for the day(s) involved and in addition thereto shall receive compensation at the rate of straight time for all hours actually worked on said day(s) during his/her regularly scheduled hours, and at the rate of time and one-half (1 ½) for all hours actually worked on any such day(s) for time before and/or after their regularly scheduled work day.

If an employee has been paid but has not worked on a calamity day that is later made up, said employee will work the re-scheduled day without additional compensation. If the re-scheduled day is not worked, the Treasurer will deduct that day's wages from the following pay or the final pay if the employee is no longer employed with the Strongsville City Schools.

O.A.P.S.E. Locals 028 and 290 shall provide written input into the development of the contingency calendar adopted annually by the Board of Education. Suggestions shall be sent to the Superintendent of Schools no later than June 30th of each year.

25.4 All employees who work on a holiday on which they would normally be excused from work with pay by the terms of this Agreement or state law, shall receive his or her regular pay for said day(s) plus an additional one and one-half (1 ½) times their regular rate for those hours actually worked on said day or days.

25.5 Except as provided in Section 25.9, no employee shall work any hours or days which qualify for overtime premium pay without the express authority or at the express direction of the Superintendent or his/her authorized designee.

25.6 The regular work week for members of the bargaining unit shall be five (5) consecutive days – Monday through Friday – at the direction of the Superintendent unless otherwise specified at the time of hire or job posting. Any subsequent changes must be by mutual agreement between the appropriate Union President and the affected employee(s). However, the Special Education Aide/Attendant at the preschool level shall work four days per week.

25.7 If a position scheduled for five (5) consecutive days, Tuesday through Saturday, must be filled because of reduction in force, or other unforeseen circumstances, after posting, the position may be filled by transferring the least senior eligible employee in the classification.

25.8 Except in emergencies, overtime work shall first be offered to employees within the classification in which the work occurs.

25.9 There shall be no compensatory time. Time worked is time paid. Overtime should be approved in advance. However, there are some circumstances that prevent advance approval. In these circumstances, the employee should submit his/her overtime forms. All overtime forms must be submitted within twenty-four (24) hours of the completion of time worked. All forms must be submitted to the Treasurer's Office within the two (2) week pay period in which the overtime occurred.

25.10 A regular employee who substitutes in a position other than his/her regular position, shall be paid the rate for the position at the appropriate step/level effective immediately and will continue the rate for the duration of the time the employee substitutes in position. For example, if an employee substitutes in a higher paying position, s/he will be paid at the higher rate at his/her step/level. If an employee substitutes in a lower paying position, s/he will be paid at the lower rate at his/her step/level.

25.11 If a regular employee is requested to substitute in a non-bargaining unit position, such as a supervisor or coordinator, due to a long term absence, a stipend for the additional duties will be worked out between the employee, an OAPSE representative, and the Superintendent or his/her designee subject to Board approval. The stipend will be effective retroactive to the initial date on which the employee assumed the responsibilities.

25.12 Regular part time employees will be employed for a minimum of two (2) hours per workday but no position will be created or split to avoid benefits.

25.13 An employee agreeing to put in additional time at his/her job or at a comparable assignment within the District shall be paid his/her regular hourly rate. An employee agreeing to substitute at his/her same job or a comparable job within the District shall be paid at the employee's regular hourly rate. An employee who agrees to work an extended day by substituting in an assignment different from his/her regular assignment or by putting in additional time in an assignment different from his/her regular assignment will be paid the blended rate for that position. The process and procedure for determining the blended rate will be provided by the Treasurer. This section does not apply to summer work.

25.14 If a special education aide is requested by the building principal to attend a meeting before or after his/her scheduled starting time, such employee shall be paid at the appropriate rate of pay.

25.15 All support staff may be included in any and all staff meetings. If requested by the Administration to attend the meeting, support staff will be compensated at their regular rate of pay.

ARTICLE 26 – TERM LIFE INSURANCE

Strongsville City Schools will provide term life insurance as follows:

26.1 Each full-time and regular part-time employee will receive Board-paid life insurance in the amount minimum of ten thousand dollars ($10,000) term coverage or a term policy equal to two (2) times the employee's regular annual compensation rounded to the nearest thousand dollars ($1,000) increment (excluding overtime or extra trips).

26.2 Each employee shall have the privilege of having a payroll deduction to purchase additional group coverage under guidelines as related to the Board adopted life insurance plan presently in force.

26.3 The guidelines shall be written as per direction of the insurer and the Superintendent.

ARTICLE 27 – COMPREHENSIVE MEDICAL INSURANCE PLANS

27.1 Full time bargaining unit members who elect coverage shall contribute a percentage of the cost of the premium as indicated in Section 27.3 below. Premium deductions shall occur in twenty-four (24) pays. Changes to all insurance shall be effective October 1, 2011.

27.2 Medical insurance shall be one plan which shall be Plan 2a as attached or its equivalent.

27.3 Eligibility for medical insurance shall be as follows based upon hours worked:

Weekly Contracted Hours	Board Premium	Employee Premium	Caps Family/Single	Effective Date
7+	95%	5%	$80/$30	10/1/11
	93%	7%	$120/$50	9/1/12
	90%	10%	$150/$75	6/30/13
6.5	90%	10%	None	10/01/11
	90%	10%	$150/$75	06/30/13
6	80%	20%	None	--
5.5	70%	30%	None	--
5	60%	40%	None	--
4	50%	50%	None	--

27.4 ENROLLMENT AND WITHDRAWAL FROM INSURANCE PLAN

A. Present employees who are eligible but have not enrolled for medical insurance, may enroll during the period from September 1 through September 30 of each year. Employees may not change coverage except during the enrollment period from September 1 through September 30 of each year.

B. A newly hired employee will be insured on the first date of employment as established by the employee contract provided the employee has enrolled and reports to work in accordance with the provisions of his/her contract.

C. In the event of a change in family status need for insurance, the employee may reinstate coverage, provided he/she has filed the proper application with the Benefits Specialist. Such reentry into the insurance program shall preclude the bargaining unit member from receiving the health care insurance waiver payment in lieu of coverage as indicated above. The employee must demonstrate this need as a result of:

1. Marriage, divorce, or legal separation

2. Death of your spouse

3. Termination of or commencement of your spouse's employment

4. Your spouse switching from full-time to part-time employment or part-time to full-time employment

5. Your spouse taking an unpaid leave of absence from employment

6. A significant change in the health coverage your spouse or you are provided through you spouse's employer

27.5 COVERAGE WAIVER OPTION

A. Employees eligible for Board-paid contributions toward health insurance coverage, who waive the right to insurance for one (1) full benefit year will receive a lump sum payment on the first pay period following completion of that benefit year in accordance with the following schedule:

Full-time employees waiving individual and family coverage	$1200 payment per year
Permanent part-time employees who work at least four (4) hours per day waiving individual and family coverage	$ 600 payment per year
Permanent part-time employees who work less than four (4) hours per day waiving individual and family coverage	$ 300 payment per year

B. Should an employee elect to participate in the program, the employee must complete the waiver of coverage by the 1st of October in each year. An employee who withdraws from the program may not reenter same until the following year. A newly hired employee may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such persons on a pro rata basis.

27.6 INSURANCE COMMITTEE

The parties agree to form an Insurance Committee comprised of up to fifteen (15) persons, up to five (5) appointed by the Superintendent and up to five (5) appointed by each OAPSE President. The Committee will meet at least quarterly to discuss issues related to the current plan and to study options to the current plan which would improve its efficiency and effectiveness. More frequent meetings of the Committee will be held at the request of any party.

27.7 INSURANCE CARRIER(S)

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall be equivalent to current coverage. The Board will advise the Union at least forty-five (45) days in advance of the effective date of the intended change and meet with the Union to discuss the matter at least thirty (30) days in advance of the intended change.

The parties agree to implement any additional changes to the plan mandated by Federal or State law.

27.8 COVERAGE SUMMARIES*

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$125/$250	$375/$750
Out-of-Pocket Limit (Single/Family)	$300/$600	$900/$1800
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: • allergy injections (PCP and SCP) • allergy testing • routine and non-routine mammograms (regardless of outpatient setting) • diabetic education (regardless of outpatient setting) • certain medical nutritional therapy (regardless of outpatient setting) • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	$15/$15 $15 10% $15 $15 $15 10%	40% 40% 40% 40% 40% Not Covered 40%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Routine Vision and Hearing exams • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/ Alternative Care Facility	$0 No copayment/ coinsurance	40% 40%

Note: Once an employee has met his/her deductibles, the employee shall be required to pay the coinsurance costs for a covered benefit up to the maximum out-of-pocket limit. However, co-pay amounts must be paid even after the deductible has been met.

Covered Benefits	Network	Non-Network
Emergency and Urgent Care • Emergency Room Services @ Hospital (facility/other covered services) • Urgent Care Center Services	$100 $35	$100 $35
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits, Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	40%
Inpatient Facility Services Unlimited days except for Skilled Nursing 100 days network & non-network	10%	40%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	40%
Other Outpatient Services *(including but not limited to)*: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services • Home Care Services • Durable Medical Equipment and Orthotics • Prosthetic Devices • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	10% 10% 10%	40% 10% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: Unlimited visits • Occupational therapy: Unlimited visits • Manipulation therapy: 20 visits • Speech therapy: 20 visits	$15/$15 10%	40% 40%

Covered Benefits	Network	Non-Network
Non-biologically Based Mental Illness and Substance Abuse[2] (limits and maximums apply) • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility	 10% $15/$15 10%	 40% 40% 40%
Biologically Based Mental Illnesses paid same as any other illness.		
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	10%	40%
Prescription Drugs[4] • Network Retail Pharmacies: (30-day supply) Diabetic test strip • Anthem Rx Direct Mail Service: (90-day supply) Diabetic test strip	 $5 - All Generic Brand $15 - All Formulary Brand $30 - All Non-formulary Brand No Copay; Paid at 100% $15–All Generic Brand $37.50–All Formulary Brand $75 – All Non-Formulary Brand 100% No Copay	 50%; min. $30 Not covered
Lifetime Maximum (Combined Network and Non-network)[5]	$5 million	$5 million
•Dependent Age: To age 25 to the end of the month if IRS dependent.		

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/repayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians home and office visit copayment also applies if the office visit is billed with allergy injections.

- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowance amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- The parties agree to implement any additional changes to the plan mandated by Federal or State Law.

[1]These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
[2]We encourage you to contact Our Mental Health Subcontractor to ensure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitation.
[3]Kidney and Cornea area treated the same as any other illness and subject to the medical benefits.
[4]Rx non-network diabetic /asthmatic supplies not covered except diabetic test strips.
[5]Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

Precertification:
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

ARTICLE 28 – DENTAL INSURANCE

28.1 The Board shall purchase dental insurance for all full-time employees and shall pay 100% of the monthly individual or family premiums of such insurance in accordance with the following schedule. The insurance coverage shall be equivalent to the specifications outlined below.

Worked Hours	Board Premium %	Employee Premium%
7+	100	0
6.5	90	10
6	80	20
5.5	70	30
5	60	40
4	50	50

28.2 The Superintendent shall decide if there shall be a re-evaluation of the dental insurer annually. If the Board selects an insurer different from the previous insurer, the coverage shall be at least the present benefit level.

A. Specifications:

Maximum benefits per covered person	$2,500/year
Maximum Orthodontic benefits per covered person (excluding TMJ)	$2,000/lifetime
Deductible – Individual	$25/year
Deductible – Family	$50/year

B. Co-insurance Amounts:

Diagnosis and Preventive Services	100% UCR
Routine Dental Services	80% UCR
Major Dental Services	80% UCR
Orthodontic Services	60% UCR

C. The dependent coverage shall remain the same as currently in effect.

28.3 COVERAGE WAIVER OPTION

A. Employees eligible for full Board-paid contributions who waive the right to such insurance for one (1) full benefit year will receive a lump sum payment on the first pay period following completion of that benefit year in accordance with the following schedule.

B. Employees eligible for full Board-paid contributions waiving individual and family coverage one hundred and fifty dollars ($150) payment per year.

C. In the event of a change in the need for insurance, as defined in Article 27, Comprehensive Major Medical, paragraph 27.4C, the employee may reinstate coverage, provided he/she has filed the proper application card with the Benefits Specialist. Such reentry into the insurance program shall preclude the bargaining unit member from receiving the dental insurance waiver payment in lieu of coverage as indicated above.

D. Should an employee elect to participate in the program, the employee must complete the waiver of coverage by the first of October in each year. An employee who withdraws from the program may not reenter same until the following year. A new employee may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such person on a pro rata basis.

E. Employees who are eligible, but have not enrolled for dental insurance, may enroll during the period from September 1 through September 30 of each year. This limitation does not apply to presently enrolled employees changing from family to single, single to family which may be done at any time by completing new enrollment information.

ARTICLE 29 – VISION INSURANCE

29.1 The Board will provide vision coverage in accordance with Blue View Vision – Full Service Plan Q or equivalent. Premiums shall be paid in accordance with the following schedule:

Worked Hours	Board Premium %	Employee Premium%
7+	100	0
6.5	90	10
6	80	20
5.5	70	30
5	60	40
4	50	50

29.2 DEPENDENT AGE LIMIT

Coverage stops at the end of the month of the 25th birthday if IRS dependent.

29.3 BENEFIT PERIOD

Rolling Calendar year

29.4

Covered Benefits	Member Benefit from Blue View Vision Network Provider	Non-Network Reimbursement
Vision Examination including dilation and refraction as needed. Covered once every 12 months.	$0 Copayment	Up to $42
Prescription Lenses (Pair) Standard plastic lenses up to 55 mm; and all ranges of prescriptions Covered once every 24 months	$0 Copayment	
• Single Vision Lenses (pair)		Up to $40
• Bifocal Lenses (pair)		Up to $60
• Trifocal Lenses (pair)		Up to $80
Frames Covered once every 24 months.	No Copayment, up to $200 retail value	Up to $45
Contact Lenses (in lieu of frame and lens benefits) Covered once every 24 months		
• Contact Lenses (Elective)	No copayment, up to $250 retail value	Up to $105
• Contact Lenses (Non-Elective)	No copayment	Up to $210
Lens Options	Member Cost for Upgrades	
UV Coating	$15	Discounts on lens option upgrades are not available out-of-network
Tint (Solid & Gradient)	$15	
Standard Scratch-Resistance	$15	
Standard Polycarbonate	$40	
Standard Progressive (Add-on to bifocal copayment)	$65	
Standard Anti-Reflective Coating	$45	
Other Add-ons and Services	20% off retail	

ARTICLE 30 – WAGES

30.1 The wage increases for the 2011-12 and 2012-13 contract years shall be zero percent (0%), or the same increase as granted to members of the SEA bargaining unit on the BA-0 Base Salary for the 2011-12 and 2012-13 contract years respectively, whichever is higher. Additionally, for the 2012-13 contract year, no member of the bargaining unit shall be advanced a step on the wage schedule. Step advancement will resume effective July 1, 2013 unless the parties agree otherwise through negotiations. The parties agree to reopen negotiations for the 2013-14 contract year on the issue of wages and three (3) additional items selected by each party, pursuant to Article 3 – Negotiations Procedure of the Negotiated Agreement.

30.2 Custodial and maintenance personnel assigned to second or third shifts will be paid an additional $0.10 per hour.

ARTICLE 31 – LONGEVITY PAY

31.1 The Board of Education will pay longevity increments according to the following schedule. These increments will be added to the employee's regular annual salary. The employee must have completed the qualifying years by August 1 of each contract year.

For employees with 5 to 9 years of service	$200
For employees with 10 to 14 years of service	$1000
For employees with 15 to 19 years of service	$1200
For employees with 20 or more years of service	$1500

31.2 Employees contracted to work two (2) to four (4) hours per days shall be entitled to fifty percent (50%) of the amount set forth in Article 31.1. Employees contracted to work four and one tenth (4.1) to six and one half (6.5) hours per day shall be entitled to seventy-five per cent (75%) of the amount set forth in Article 31.1. Employees contracted to work six and six tenths (6.6) hours or more shall be entitled to one hundred percent (100%) of the rate set forth in Article 31.1. The years of service indicated above are to be continuous years of service.

31.3 If the employee's continuous service has been split between part-time employment and full-time employment, their longevity payment will be based on their current status.

ARTICLE 32 – MERIT INCENTIVE FOR ATTENDANCE

32.1 Any bargaining unit member having an exemplary attendance record (no use of sick leave, personal days or unpaid absences.) during any quarter will be provided a merit incentive award for attendance based on the following:

Perfect attendance --	$200.00 per quarter for full-time employees $100.00 per quarter for part-time employees

Use of bereavement leave or donations to the sick leave bank shall not be considered absences for merit incentive purposes.

For the purposes of this Article, a quarter shall mean the nine (9) week school quarter as specified in the school calendar. There shall be a fifth (5th) quarter for two hundred and sixty (260) day employees which shall run from the day after the end of the student year to the day before the students report for school.

32.2 Eligible employees will receive the Merit Incentive Award with a regular pay within thirty (30) calendar days of the end of the quarter for which the award is granted. If an employee does not receive the Merit Incentive Award and believes he/she is eligible, he/she should contact the Assistant Superintendent for Human Resources/designee and request an investigation.

ARTICLE 33 – SPECIAL LICENSES

33.1 Low Pressure Boiler Operator's License: Custodial or maintenance employees presently having or obtaining a low pressure boiler operator's license during the term of this agreement shall receive three hundred dollars ($300) added to his/her annual salary if the license was obtained prior to the anniversary date of his/her contract. If the certificate is obtained after the anniversary date of his/her contract, it shall be prorated based on what is left of the remaining year. Maintenance and custodial personnel who complete the first two courses in air conditioning taught at Polaris Career Center, or the equivalent will be paid an annual stipend of one hundred dollars ($100) per year starting in August after the courses are completed. The position of Skilled Maintenance-Air Conditioning Repair will receive seven hundred fifty ($750) added to his/her annual salary for each year in which this position is filled.

33.2 Bus mechanics presently having or obtained during the term of this Agreement ASE certification in (1) Body Systems and Special Equipment, (2) Diesel Engines, (3) Drive Train, (4) Brakes, (5) Suspension and Steering, or (6) Electrical/Electronic Systems shall receive an additional one hundred dollars ($100) per year for each of those valid certificates on file in the Human Resources Office or a prorated amount based on when the certificate is presented to the Records Specialist following the anniversary date of said mechanic's contract.

33.3 Cafeteria employees holding a Serv-safe certificate shall be paid a fifty dollar ($50) stipend per year. Depending upon funding, the Food Service Department will pay for up to five (5) employees per year for Serv-safe training.

33.4 Employees required to hold an ODA license shall be paid a three hundred dollar ($300) per year stipend.

33.5 Bus drivers, bus mechanics and maintenance employees holding a CDL combo license shall be paid a fifty dollar ($50) stipend per year.

33.6 Stipend Payments

Any stipend one hundred dollars ($100) or over will be prorated over the established pay periods. Any stipend under one hundred dollars ($100) will be paid the second pay in June.

ARTICLE 34 – BOARD PAYMENT OF EMPLOYEE RETIREMENT CONTRIBUTION

34.1 The Board shall be responsible to pay nine percent (9.0%) of the employee's salary to the School Employees Retirement System (SERS) toward the employee's required contribution. The Board shall "pick-up" nine percent (9.0%) of the employee-required contribution of members of the bargaining unit to SERS and with the Board having agreed to do so, the Board Treasurer is hereby authorized to contribute to SERS in addition to the Board's required employer contribution, an amount equal to each employee's contribution to SERS up to nine percent (9.0%) in lieu of payment by such employee. Such amount contributed by the Board on behalf of the employee shall be treated as deferred wages paid by the Board to SERS from the contract wage otherwise payable to such employee in cash. Effective with the first paycheck after Board approval of this Agreement, no state or federal taxes will be deducted on the amount of any bargaining unit member's contribution to SERS (the "pick-up") with the appropriate notations made on the individual bargaining unit member's W-2 form.

A. That the employee's contract wage is being restated as consisting of (a) the base wage component and (b) a "pick up" component which is equal to that amount of the employee contribution being picked up and paid by the Board on behalf of the employee;

B. As of August 1, 1995 the Board will contribute to SERS an amount equal to the employee's required contribution to SERS, up to nine percent (9.0%), for the account of each employee; and

C. That sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash wage component and the "pick up" component of the employee's restated wage.

34.2 The Board shall compute and remit the employer contribution to SERS based upon total contract wage, including the "pick up." The Board shall report, for Federal and Ohio income tax purposes as an employee's gross income, said employee's total contract wage less the amount of the "pick up." The Board shall report, for municipal income tax purposes as an employee's gross income, said employee's total contract wage, including the amount of the "pick up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

34.3 Effective August 1, 2003 the Board will contribute nine percent (9%) to SERS towards the pickup on the pickup.

ARTICLE 35 – PAYROLL DEDUCTIONS

35.1 Union Dues (Fair Share) Each employee of the bargaining unit covered by this Agreement will pay union dues. Employees choosing to become members of the local will be called, "members." Employees choosing not to become members of the local will be called, "fee payers." Both members and fee payers will pay union dues at the same fee rate set forth by the Ohio Association of Public School Employees.

A. Any employee who has been declared exempt from automatic payroll deduction for religious convictions by the State Employee Relations Board shall not be required to pay such a fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Union dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Said employee and the union shall mutually agree upon such contribution. Thereafter, the employee shall furnish the Union with written receipts evidencing payment to such agreed upon non-religious fund.

B. The Board of Education shall provide payroll deductions of dues for members and fee payers in the Ohio Association of Public School Employees (OAPSE) and for Strongsville Locals No. 290 and No. 028. The Treasurer of the Board shall automatically deduct such dues from the paychecks of all bargaining unit members from the first pay period in November and continue for each pay period through the next August. OAPSE shall, during the month of September, submit to the Treasurer the current year's dues deduction schedule to be used to calculate individual employee's dues and a list of all current members.

C. The Treasurer shall use the dues schedule to automatically calculate the service fee of each new employee to be distributed in equal amounts for the remaining pays through the August next following. The Union will notify the Treasurer if any fee payer or new employee chooses to become a member of the union, which will increase the calculated dues by eight dollars ($8) per year. The eight dollars ($8) shall be deducted in one lump sum the first pay period after notification by the Union.

D. The yearly (currently eight dollars [$8]) Local Dues deduction will remain in effect unless withdrawn by the employee only during a ten (10) day period from August 22 through August 31. The employee agrees that any withdrawal of local dues shall be in writing, executed and delivered during the revocation period by written notice served upon the Treasurer of the Strongsville City School and OAPSE (6805 Oak Creek, Columbus, Ohio 44329). The written notice must be delivered no sooner than August 22 nor later than August 31. The employee further agrees that local dues deduction may not be revoked at any other time or in any other manner except as provided herein.

E. The Union shall be responsible for insuring that the Fair Share Fee arrangement provided for in this Article fully complies with State and Federal Law. This provision shall not be interpreted to require any classified employee to become a member of the Union.

F. The Union agrees to defend, indemnify, and hold harmless, the Board and/or its designee from all claims arising from the provision as herein set forth. In the event the Board becomes a defendant in any proceedings arising from this article, the Board shall promptly notify the Union which in turn shall immediately provide counsel selected by the Union.

35.2 Tax-Sheltered Annuities

A. Payroll deductions for Tax Sheltered Annuities shall be available to employees for enrollment. The annuity company must be selected from among the companies in which district employees are currently enrolled.

B. Each employee shall have the responsibility to determine that their payroll deductions for tax sheltered annuities do not exceed the maximum amount provided in Section 403(b) of the Internal Revenue Code and regulations applicable to that Section, and shall not seek any payroll deduction in excess of that amount. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties, or interest as a result of deductions by an employee which exceed the IRS maximum limit, those amounts shall be reimbursed by the employee to the Board Treasurer.

35.3 Cafeteria 125

The Board, in cooperation with the Union, shall implement a Cafeteria 125 plan to allow employees to set aside pre-tax dollars for payments permitted by the IRS provided no cost is incurred by the Board. The specifics of the plan shall be mutually agreed to by the parties and shall thereafter become a part of this agreement.

35.4 Payroll Deduction to OAPSE/AFSCME People

A. Payroll deductions for employees will be available for contributions to OAPSE/AFSCME People.

B. Authorization for this deduction must be in writing on a form submitted to the office of the Treasurer. The form will be available from each school office. No deduction will be made until a completed, signed form is on file with the Treasurer. The form shall identify the amount to be deducted, the number of pays from which the deduction shall be made. Deductions must be for consecutive pays and for the same amount each pay. The deduction amount cannot be less than one dollar ($1) per pay and must be in whole dollar amounts.

C. The Treasurer, the Administration and the Board will not be held responsible or liable for any contribution deduction if the employee leaves the employment of the Board.

35.5 District Reimbursement

If the amount for reimbursement is less than one hundred dollars ($100), the monies will be reimbursed to the district in one lump sum. If the amount of the reimbursement is one hundred dollars ($100) or more, a payment schedule will be established by the District Treasurer after consultation with the affected employee, which could include a Union Representative.

ARTICLE 36 – PAY PERIODS

36.1 For each year, members of the bargaining unit working less than twelve (12) months shall have the option of being paid in twenty-four (24) equal installments or of being paid on a prorated basis according to the length of his/her contract employment. The change to twenty-four (24) pays will only occur when all employees in the District move to twenty-four (24) pays at the same time.

36.2 New employees shall submit the option form within ten (10) days of hire and shall be paid according to said option. New employees who fail to timely submit the pay period option form may be paid according to the system chosen at the Treasurer's option.

36.3 Until twenty-four (24) pays are implemented, the following conditions shall apply to employees who opt to be paid on the basis of the length of their contract:

A. All fringe benefits shall remain in force during the time the employee is under contract but not working, unless the employee should choose to cancel such benefits.

B. Employee payroll deductions, such as Credit Union, fringe benefit, or dues payments may be increased to cover the period of time for which the employee does not receive a check during the contract year.

36.4 Paydays for either option will be on an every-other-Friday basis. When twenty-four (24) pays are implemented, paydays will be on the first and third Fridays of each month.

In the event the scheduled payday falls on a Friday when school is closed, the Direct Deposit Receipt shall be mailed on the preceding Thursday.

36.5 When necessary, the twenty-four (24) equal installment pay schedule will be adjusted so that pay dates and the days for which employees are paid are concurrent.

36.6 Direct Deposit

Members of the bargaining unit shall have their pay deposited directly in the financial institution of their choice. The financial institution must be a member of the ACH (Automatic Clearing House) and be able to accept wire transfers.

ARTICLE 37 – MILEAGE EXPENSES

37.1 Subject to prior direction and approval of his or her immediate supervisor and the Office of the Superintendent, employees required to use their own vehicle for transportation on school duties shall be paid a mileage allowance at the IRS rate in effect at the beginning of the calendar year.

ARTICLE 38 – SEVERANCE PAY

Members of the bargaining unit shall be eligible for severance pay according to the following provisions:

38.1 The benefit shall be a one-time lump sum payment to eligible employees upon their retirement or death.

38.2 Retirement shall be defined as disability or service retirement under the provisions of Chapter 3309, Ohio Revised Code (SERS).

38.3 In order to be eligible for this benefit from the Strongsville City School District, such employee must provide evidence that payment of retirement benefits from SERS has actually commenced. Such evidence must be provided to the Treasurer not later than two hundred and ten (210) calendar days following the effective date of the employee's retirement.

38.4 The severance pay shall be equal to the value of thirty percent (30%) of the employee's accumulated sick leave with a cap of one hundred and twenty-five (125) days computed at the employee's per diem rate of pay at the last date of employment. No supplemental pay shall be used in the computation of severance pay.

38.5 In the event of the death of the bargaining unit employee, severance pay will be paid to the employee's beneficiary as designated on the employee's school life insurance form. If no such record is available, severance will be paid to the deceased employee's estate.

38.6 Payment of severance pay shall eliminate all sick leave credit accumulated by that employee.

38.7 As used in Sections 38.1, 38.2 and 38.3 "retirement" for those employees already receiving SERS, PERS and/or STRS retirement (disability or service) benefits due to service with another employer shall mean the submission and acceptance by the Board of an intent letter of retirement by such an employee.

Such employee shall be entitled to the payments set forth in Article 38 upon submission and acceptance by the Board of an intent letter of retirement from District employment. Payment shall not be due until after the effective date of the retirement and will be made in the same manner and same timing as provided to employees actually retiring under SERS.

38.8 The Notice of An Intent to Retire form is set forth in Appendix O.

ARTICLE 39 – PROFESSIONAL DEVELOPMENT

39.1 The Strongsville City Schools encourages professional development and learning to assist employees in the improvement of themselves within their jobs. A Professional Development Committee comprised of a representative from each classification as appointed by the Union Presidents and up to four (4) administrative representatives will be responsible for obtaining input and developing the areas and topics for in-house professional development. The first committee meeting will be held on or before September 30 of each year. The Board may reserve the right to require other training days.

39.2 Bargaining unit employees may be granted professional leave for such purposes and upon such terms as may be approved by the Superintendent and his/her designee. It is the expectation that employees will share information, handouts, and materials received from the professional growth activity. These materials will also be placed in the professional growth library, which will be maintained by the professional development committee.

The Board may pay the expenses (including fees, meals, lodging, and transportation) as per Board policy, by employees who have received approval to attend out-of-district workshops, seminars, conferences, or other professional improvement activities. Reimbursement for costs associated with approved professional leave shall be made only upon presentation to the Treasurer of receipts for such expenditures.

39.3 Bargaining unit employees' work year may be extended to facilitate professional growth opportunities required by the District.

39.4 Bargaining unit employees will have the opportunity to attend Strongsville adult education classes, at the established discount rate, provided:

1. The class is related to the employee's job function

2. Space is available

ARTICLE 40 – RETIREMENT INCENTIVE

40.1 Any bargaining unit member who is eligible to retire during the term of this contract under the Public School Employees Retirement System (SERS) pursuant to Ohio Revised Code Section 3309.34 and any applicable SERS regulations will be eligible for a retirement incentive based on the following formula:

> Add the total ending wages of the pool of employees who wish to retire in a given year ("A"). As used in this section "wages" include the amount paid by the District to SERS on behalf of the bargaining unit member pursuant to Article 34;
>
> Subtract from A the total replacement costs in the same contract year for the pool of eligible retirees ("B");
>
> Take the difference of A-B, which reflects the dollars available to be divided among the pool of eligible retirees ("C"). The total dollars for distribution will be divided among the total number of seniority years of the employees applying for the Retirement Incentive to obtain a yearly dollar rate. This yearly dollar rate will then be multiplied by the seniority years of each employee to arrive at the total Retirement Incentive.

This incentive, combined with any severance pay entitlement calculated in accordance with Article 38, will be paid in one lump sum installment. The employee may elect to receive the lump sum either (1) the first pay period in the month of August, following retirement, or (2) the first pay period in the month of January following retirement.

For any retirements effective after July 31, 2003, any employee who is eligible and wishes to retire with an incentive at the end of his/her contract year must submit a notice of intent to retire and resignation on or before April 1 in the year in which they intend to retire. The employee will indicate in the notice the lump sum payment election. On or before April 15, the Board will advise the affected employees of the amount of his/her individual retirement incentive using the above calculation. Once an employee receives the calculation, said employee shall have forty-eight (48) hours to inform the Treasurer if he/she wishes to revoke his/her intent to retire.

In 2014 only, the eligible retirement date shall be June 30, 2014 for twelve (12) month employees, and the calculation of the retirement incentive shall be based upon the previous year.

Any employee seeking this retirement incentive is responsible for insuring the Board has accurate information regarding the employee's service credit.

If any provision of this section is held unlawful by a court of competent jurisdiction, then this entire section shall automatically be null and void from that date forth and no employee who retires after the date of the court's judgment shall be eligible for any retirement incentive.

Nothing in this section prohibits an employee from retiring at other times during the school year and receiving his/her regular severance pay. However, to the extent that an employee does not follow the above timelines, that employee will not be eligible for an incentive per this Article.

Any employee retiring on or after August 1, 2006, shall be entitled to an increase on the individual amount calculated above as follows: (1) 10 years or less seniority with the District 3%; (2) 11 to 19 years of seniority with the District; 6%; (3) 20 or more years of experience with the District 10%. For example, if an employee would have been entitled to a payment of $1000 and had 20 years of seniority with the District, s/he would be entitled to an additional $100.00.

40.2 Payment and Deferral of Severance Pay/Retirement Incentive Bonus

The employee shall have the option of accepting payment from the Board or directing payment be made into the employee's 403b account or 457 account.

ARTICLE 41 – TRANSPORTATION

41.1 Bus drivers' basic pay shall be based on the actual time of their routes from the departure from the bus parking area until they return to the bus parking area as determined by the administrator in charge of Transportation or designee.

41.2 Each bus driver shall receive an additional five (5) minutes, plus ten (10) minutes per session (morning, afternoon, and noon, if appropriate) as part of their basic pay for pre-trip inspections, starting and warming, fueling, sweeping the bus, cleaning windows, checking mailbox, conferring with the coordinator and mechanics, etc. Each bus driver may decide what portion of said time will be used in the morning, noon, and afternoon. The maximum time allowed can be thirty-five (35) minutes for those with a.m./p.m. and midday routes, and twenty-five (25) minutes for those with a.m./p.m. This time will be part of any guarantee, and fifteen (15) minutes of this time will be applied to a session in order to obtain the guarantee.

41.3 The Board of Education agrees to pay all field trips or extra run hours on regular bi-weekly payroll.

41.4 The rate of pay for substituting on a regular route, or extra time for the bus driver's route will be at the bus driver's regular rate of pay; and at time and one-half if the total time exceeds forty (40) hours for regular route substituting and extra time on the bus driver's route during the work week.

41.5 The rate of pay for all field trips will be the rate established in this Contract for field and activity trips. If a field or activity trip causes the bus driver to exceed forty (40) hours during the workweek, the time over forty (40) hours will be paid at time and one-half the field and activity rate.

A. If any athletic team qualifies for a final state competition, OAPSE Local 028 agrees to allow an alternate transportation request to automatically be approved for up to two (2) opportunities per school year. The driver(s) who would have driven the trip shall be compensated as if he/she drove the trip and shall be treated as a trip for bidding purposes. The driver(s) being compensated for the trip shall be expected to work the number of hours for which he/she is compensated.

B. Additional requests will require a discussion between the Union and the Administration if an alternative transportation request has been requested in writing for transportation to or from a state final competition. A copy of alternate transportation requests shall be given to the Union President.

C. The Supervisor of Transportation or designee, after discussion with the driver(s), will determine when the driver(s) will work for the time paid.

41.6 Driver/Aide Routes

A. All noon-time routes driven by drivers with morning and/or afternoon routes will be paid for the actual time of their routes, or two (2) hours, whichever is greater.

B. Morning and afternoon routes will pay the actual time of the routes or two and one-half (2 ½) hours, whichever is greater, to regular route drivers with seniority in the top fifty percent (50%) who bid on a route containing two and one-half (2 ½) hours, or as close as possible to this guaranteed time. If a regular route driver with seniority in the top fifty percent (50%) is not utilizing all of the guaranteed time transporting students, the administrator in charge of Transportation or designee may use up to but no more than thirty (30) minutes of the two and one-half (2 ½) hours as flexible time to be added to the driver's a.m. or p.m. routes.

C. Regular route drivers with seniority not in the top fifty percent (50%) driving morning and/or afternoon routes will be paid for the actual time of their routes or two (2) hours, whichever is greater. If a regular route driver with seniority in the top fifty percent (50%) chooses a lesser route time during the route bidding, he/she shall only receive the actual route time or the two (2) hour guarantee, whichever is greater.

D. Whenever the number of regular route drivers is an odd number, the percent shall be rounded up to the drivers' advantage.

E. Duties may be assigned to bus drivers by the administrator or designee in charge of Transportation or designee for any portion of the guaranteed time not utilized in transporting students. All minimum times include the additional time as indicated in Section 41.2.

41.7 If it becomes necessary to add an additional run to one of the existing routes, the administrator in charge of Transportation or designee may assign that run to the route of a bus driver who can do it in the most efficient manner. Reasonable efforts will be made to discuss the addition with the Union President and/or designee before it is implemented.

41.8 No later than thirty work (30) days after a route has been extended, if it is April 1 or earlier, it will become part of the bus driver's regular route. It shall be the bus driver's/aide's responsibility to notify the administrator in charge of Transportation or designee of the thirty (30) day change. Regardless of who drives the route if there is an established tracking, it will be continued until the end of the thirty (30) work day period.

41.9 On days when non-district schools are closed and the Strongsville Schools are in session, drivers shall report to work to the Strongsville Transportation Department during their regularly scheduled times, and will be required to do assigned duties.

41.10 On days when the Strongsville Schools are not in session, bus drivers who transport students to non-district schools shall be guaranteed the minimum time provided in Section 41.6, or the actual time worked, whichever is greater. Duties may be assigned to these bus drivers for any portion of the guaranteed time not utilized in transporting students.

41.11 <u>DRIVER EXTENDED ABSENCES</u>

A. A "short hour" driver as used in this Article is a driver who only has an am and/or pm route(s). When practical, "short hour" drivers will be used to substitute for absences. If a bus driver is on a leave of absence, or will be out due to illness for at least two (2) weeks, as certified by a physician, "short hour" drivers will be given the opportunity to express their interest in substituting on the route. With the exception of the first day of school, the bus driver with the most seniority expressing an interest in substituting will be given the temporary assignment. Once the employee provides written notification to the Department of Human Resources that he/she will be absent for two consecutive weeks or longer, both the internal posting and award shall be completed in five (5) working days. Once the "short hour" driver is awarded the temporary assignment as described herein, it is understood that the temporary driver may call for a substitute in the same manner as a regular assigned driver. The temporary driver of any midday kindergarten route would not be bumped due to reason of emergency, scheduled doctor's appointments and/or illnesses which are properly documented with a medical excuse.

B. The following language shall be in effect for the 2011-12 school year only and will remain in effect beyond 2011-12 if the parties mutually agree in writing to continue said provisions.

1. When a full-time driver (AM-PM-KG/Midday) has provided the District with advance notice as certified by a physician that their absence/illness will be at least two (2) weeks, the entire route package components shall be bid as a temporary assignments on a continuing rotation basis. The AM/PM portion and Midday Kindergarten portion shall be posted separately but at the same time for bid. The driver shall only be eligible for fringe benefits if he/she were eligible at the time of the temporary job posting.

2. The component portion shall be awarded by seniority from the continuous rotation seniority lists.

3. If a driver who already has a Midday/Kindergarten route selects the Midday Kindergarten component, then their vacated Midday Kindergarten route shall be posted for bid from the same continuous seniority rotation list. A maximum of two (2) drivers with Midday routes shall have the right to bump up to a newly opened midday route due to the extended illness. After that, the previously used midday sublist shall be used to select the open midday route. This procedure will reduce the number of potential driver changes for the midday kindergarten routes.

4. Unless both parties agree to continue this procedure after the completion of the pilot year, the procedure in effect for the 2010-11 school year shall be restored effective with the 2012-13 school year.

41.12 Drivers/aides must attend one general meeting which will be held within three (3) weeks of the start of the school year, dealing with safety and other matters of general concern and professional development. If a driver/aide is not available for a meeting before the start of the school year, he/she must attend a meeting which will be scheduled within three (3) weeks after the start of the school year. He/she will also be required to attend general meetings of drivers/aides during the school year. The driver/aides will be paid for the time of the meetings at his or her regular rate of pay to the nearest five (5) minutes, with a minimum of fifteen minutes per meeting. Payment will begin at the scheduled starting time of the meeting. Conference with the administrator in charge of Transportation or designee, or committee meetings are considered part of the time included in the additional time included in paragraph 41.2 of this article. Attendance at the end-of-the-year awards meeting, retirement parties, etc., is voluntary and no pay will be earned. The District shall identify and provide a minimum of thirty (30) days of notification regarding mandatory meetings. Employees may submit supporting information and/or documentation whenever they are unable to attend due to prior appointments and/or commitments before the meetings were announced.

41.13 Physical examinations will be provided for all bus drivers in the month May for current employees, and at such other times as may be necessary. The expense of the examinations by a Board appointed physician will be paid by the Board. Drivers may elect to use their own physician at no cost to the Board. A bus driver removed from his/her route pending completion of a physical examination required by the Board shall be maintained in regular pay status for a period not to exceed three (3) working days. Bus drivers shall not be paid for the time related to obtaining a physical examination. Bus drivers shall have until June 30 to obtain the physical.

41.14 A method of assigning field trips shall be developed and maintained which gives drivers a choice of trips which do not interfere with their regular routes, unless it is a trip which is scheduled for seven (7) or more hours. These seven (7) hour or longer field trips will be posted with the evening and Saturday trips. Unusual trips, which the administrator or designee in charge of Transportation deems is in the best interest of the school system to

have a regular bus driver drive the trip and hire a sub for the regular route, may be posted with other trips. If a bus driver selects a field trip during the time of his/her regular route, the rate of pay for the entire trip shall be at the field trip rate. The administrator in charge of Transportation or designee may split up or combine trips before they are posted, if it is in the best interest of the school system considering finances and vehicle availability. If a bus driver has a scheduled weekend trip which is posted and is cancelled less than one (1) hour before the scheduled departure time, the bus driver will be paid for two (2) hours at the field trip rate. The driver shall be placed on the cancellation list in order of cancellations as posted by the Transportation office. Field trip requests or changes which arrive in the Transportation Office less then twenty-four (24) hours before the scheduled start of the trip or trips not selected by drivers will be assigned by the administrator or designee in charge of Transportation. Regular field trips will be selected as follows:

A. During full weeks, field trips for the following week, Monday through Sunday, will be posted on Wednesday morning. Trips received after the Wednesday posting, but before selection, will be added to the list. On less than full weeks, or for vacation periods, a reasonable posting date will be used.

B. On the first day of each week between 9:30 and 10:00 a.m., bidding on field trips will take place. A driver must be present to select field trips unless that employee is unavailable due to District, Union, and or route commitments, a medical emergency, jury duty or random drug testing. In such cases, a designee may select the route for the absent employee. A driver who is not present or does not select will not have the opportunity to select until the next rotation.

C. The most senior driver will have first choice at the start of each school year, which for the purpose of this section will be August 1, and selections will rotate through the seniority list for the year, including choices during vacations and extra work and while on jury duty.

D. Procedures to deal with cancelled trips, and other unusual circumstances not addressed in this article will be developed by the administrator in charge of Transportation or designee and the Transportation Advisory Council based on the following priorities: 1) the need to provide the service, 2) ease of operation and efficiency for the Transportation Office, and 3) fairness to the drivers. These meetings should be held at least quarterly or more frequently as necessary. Procedures developed in these meetings will be then presented to administration to develop Memorandum of Understanding between the parties.

E. Trips posted for the weekend or a holiday will be guaranteed as follows:

1. Trips posted for less than six (6) hours will be paid at a minimum of two (2) hours and will be allowed to re-bid and shall go to the bottom of the cancellation list.

2. Trips posted for six to eight (6-8) hours will be paid at a minimum of four (4) hours.

3. Trips posted for more than eight (8) hours will be paid at a minimum of six (6) hours.

4. "Take only" and "pick-up" field trips shall be paid at two (2) hours minimum or actual time, whichever is greater.

F. The field trip rates shall be included in the wage tables and shall increase annually by the same percentages as the base rate increase set forth in Article 30, if any.

G. FIELD TRIPS

During a school scheduled workday, Field trips that are just take and drop off will be added to existing drivers' ending time that is within fifteen (15) minutes and will be paid at the driver's regular rate of pay. If no one is available, the Field Trip will be given away as a midday opportunity with a guarantee of one (1) hour. The entire one (1) hour guarantee needs to be utilized by the driver.

41.15 There shall be a Transportation Advisory Council composed of the administrator in charge of Transportation or designee, a bus driver/aide appointed by the administrator in charge of Transportation or designee, who will be chosen by the first day of school of that year, the OAPSE elected representative of the bus drivers/aides, and one other bus driver elected by secret ballot by all regularly employed bus drivers/aides, the administrative assistant of Transportation and a mechanic. Odd years the Union makes the selection, and even years Management makes the selection. Either party may have consultants in attendance at TAC after notice as to both the identity and purpose of the consultants. The purpose of this Council will be to give advice on matters of general concern and safety, such as the drivers' handbook, meeting topics, field trip procedures, etc. Minutes of the meetings shall be taken for records. The responsibility for taking the minutes will alternate by meeting between the Administration and Union. Members will serve alternate two (2) year terms. There shall be no more than one (1) meeting per month and that meeting should last no longer than two (2) hours. Meetings can be cancelled as long as the Union President and administrator or designee in charge of Transportation mutually agree.

41.16 The OAPSE elected representative and, if he/she is not available, another member of Transportation Advisory Council shall assist the administrator in charge of Transportation or designee in such matters as checking route times, stops, and distances when requested. This does not preclude the administrator in charge of Transportation or designee from assigning another regular bus driver to check routes. That person shall be paid for any extra time involved at his/her regular rate of pay, with overtime if applicable.

41.17 Subject to the provisions in Article 13, Reduction in Force, drivers/aides shall receive the same number of hours which they received during the previous year, unless the driver/aide bids on a route with fewer hours. If a driver/aide is working more time than the previous year, the time will be added to a time sheet and driver/aide shall be paid for extra time worked.

Taxi or contract services may be used to serve students with special needs. No bus driver/aide may select a combination of routes which exceeds eight (8) hours of total time per day. If, during the year, any bus driver/aide's route exceeds eight (8) hours per day on a regular basis, the route may be changed to reduce the time to eight (8) hours. The reduction will be no more than fifteen (15) minutes, unless that reduction does not obtain eight (8) hours or less. If the driver/aide is reduced to below eight (8) hours, and the reduction is more than fifteen (15) minutes, the driver/aide shall be paid for eight (8) hours. It is the driver's responsibility between the start of the school year and the route bidding to be sure an honest time of route is established in order to provide fairness to other drivers in the bidding process and to the Strongsville Schools. Flagrant misrepresentation of time shall result in loss of unearned pay and possible disciplinary action. There is no guarantee that the route times are accurate, and they may be increased or reduced at any time if students, riders or routes change. The Union President may consult with the manager/supervisor and/or designee to discuss any concerns regarding the changes in routes. After route bidding, changes of less than 15 minutes shall not result in loss of insurance benefits. Reductions of fifteen (15) minutes or more shall allow the driver/aide to bump a less senior driver/aide from a bus route containing more time. If the reduction is in the morning/afternoon the bump shall occur in the morning/afternoon. If the reduction is on the noon route, the bump will be for another noon route. If reductions are in both morning/afternoon and noon, bumping will be in either one or the other, unless no route is available which will result in the route being within fifteen (15) minutes of the previous time.

Drivers/aides shall be assigned regular schedules once bidding has taken place and be required to be at work during their regular schedules. Regular schedules may be changed by the administrator in charge of Transportation or designee if students, riders or routes change.

Any route that is vacant due to the absence of the regular driver between the beginning of the school year until route bidding may be filled by a substitute.

41.18 Main Routes

A. The administrator in charge of Transportation or designee will combine runs to various schools to determine the bus routes.

B. Out-of-town special education runs which involve noon runs as well as morning and afternoon runs and have some of the same students on the noon run may be posted as a route.

C. In-town routes will consist of morning and afternoon runs.

D. In-town and out-of-town runs may be combined into a route.

41.19 Noon Routes

A. Noon routes will be any routes regularly serving students in the middle of the school day.

B. Noon routes which serve students attending non-special education classes, kindergarten classes and pre-school classes in Strongsville, regular classes at Polaris, or noon routes which are not part of a morning/noon/afternoon basic route will be considered separately. Special education noon routes may be considered part of the basic route.

41.20 Route Bidding Procedure

A. The first full week in September, the drivers shall time and verify the routes and report such information to the administrator in charge of Transportation or designee.

B. Routes shall be posted no later than end of the third week in September. Morning and afternoon routes, out-of-town routes which include a noon run, and special education routes shall be posted at the same time. To the extent feasible, Management will attempt to identify what routes and/or additional shuttles may be added to or from the previous school year. However, this is for informational purposes only and is not a guarantee.

C. The most senior bus driver/aide in years of continuous service to the Strongsville City Schools shall be given first choice of the morning and afternoon/out-of-town routes. The second most senior bus driver/aide shall be given second choice, etc. If the administrator in charge of Transportation or designee approves the sharing of a route, drivers/aides who are sharing routes, one in the morning and the second in the afternoon, shall have the place in the selection process determined by the least senior bus driver/aide of the pair. This process shall continue until all routes are selected.

D. Drivers shall be allowed to select routes by seniority no later than the beginning of the second week of October. Noon routes part of a basic route, will also be bid in the second week of October with the other morning/afternoon routes.

E. Noon routes, which are not part of a basic route, shall be bid the first week of August. Noon routes shall be selected on a seniority basis. The administrator in charge of Transportation or designee will notify drivers/aides of the bidding at least two (2) weeks before the actual day including time and location.

F. A driver must be present to select his/her route unless that employee is unavailable due to District, Union, and/or route commitments or a medical emergency. In such cases, a designee may select the route, including midday/noon routes, for the absent employee. The designation shall be in writing. If a bus driver is unavailable to bid on a route(s) and no designee is selected in accordance with this section, the administrator in charge of Transportation or

designee shall assign the morning and afternoon route with the most time available to the absent driver, and any claim for a noon route shall be lost.

G. Details not specified in this article dealing with route bidding procedures shall be determined by the Transportation Advisory Council.

H. Bus aides shall be allowed to bid on routes using aides in the same manner as bus drivers. Drivers and Aides may submit their ideas and suggestions through their Local member serving on the committee.

41.21 Permanent assignment regular routes, including special education and noon routes, which become available after route bidding will be posted as specified in Article 10, Posting Job Vacancies of this contract. The most senior bus driver wishing to take the route will be awarded it. Morning/afternoon routes which become available between the first day of school and route bidding will be assigned by the administrator in charge of Transportation or designee.

41.22 If it is necessary to add a run for a school, if possible, the administrator in charge of Transportation or designee will assign that run to the existing route of a bus driver which is the most efficient use of the resources of the school system. If it is not possible to assign the run to an existing route, it will be posted under the conditions set forth in Article 10, Posting Job Vacancies.

41.23 At least four (4) days before school begins, but no sooner than approved by the administrator in charge of Transportation or designee, drivers with new routes for the start of the school year will drive these routes. The drivers will use school buses. The purpose of this will be for the drivers to familiarize themselves with the routes, and to inform the administrator in charge of Transportation or designee of any potential problems. Drivers with morning and/or afternoon routes will be paid a maximum of two and one-half (2 ½) hours, and those with noon routes will be paid a maximum of an additional one and one-half (1 ½) hours at the field trip rate in effect. After the October bidding, drivers will familiarize themselves with their new routes, and may use the time above for this purpose.

41.24 By the first full week of September of each year all drivers will verify the accuracy of the times of their routes. If the time of the route submitted by the bus driver is different than the time paid, adjustments to pay will be made if justified. Within two (2) days after driving a new route selected in the October bidding, drivers will notify the administrator in charge of Transportation or designee of any difference between the time posted and actual time. Differences of greater than fifteen (15) minutes may result in bumping or rebidding. Difference between posted and actual time could be discovered by the administrator in charge of Transportation or designee at any time during the school year with the result of adjustment of pay, reposting of route, or disciplinary action.

41.25 A bus driver must maintain a valid commercial driver's license (CDL), pass a physical examination, pass any drug or alcohol test required by federal or school district regulation, be insurable by the company which provides insurance on the bus fleet, maintain a good driving record, and meet the State and Federal requirements for which

the BCI check is required. In order to offset the cost to bus drivers for the renewal of the CDL and the BCI check, regular drivers working or on sick leave at the end of the school year shall be paid a stipend of thirty dollars ($30) per year at the end of each school year.

A. A bus driver who does not maintain a valid CDL will be placed on an unpaid leave of absence. If the bus driver does not obtain a valid CDL, and present it to the administrator in charge of Transportation or designee within fourteen (14) calendar days of the start of the leave, his/her employment with the Board shall be terminated, unless the Superintendent extends the time due to unusual circumstances.

B. If a bus driver fails the physical examination, he/she will not be allowed to drive a bus, and will be allowed to take the rest of that day plus the next work day as sick leave, in order to prepare to take the examination again. It is the bus driver's responsibility to provide all necessary information to the school's physician or nurse. If the physical examination is not passed within the time provided, the bus driver will be eligible for such leaves as provided by this contract. At the end of such leave period, employment may be terminated. Drivers will not be allowed to drive a school bus for the Strongsville Board of Education unless they have passed the most recent physical examination conducted by a Board appointed physician.

C. A bus driver who fails a physical examination may elect, during the time of the leave period to seek transfer to a position that does not require the operation of a vehicle, provided the employee has the skills and abilities to fill the position and a vacant position exists. If no position exists at the time the employee requests a transfer, he/she will be placed on a recall list and recalled if a position for which he/she is qualified becomes available during the contractual recall period under the same standards as set forth in the Article 13, Reduction in Force. The employee is eligible to return to a driving position within two (2) calendar years, upon passing the physical examination and the occurrence of a vacant position, providing all other requirements for a bus driver are met. Upon return, the bus driver assumes the same seniority as if he/she had not been on leave from the position due to the failure to pass the physical examination for bus drivers.

D. A bus driver who has an "at fault" accident while driving a bus which results in death, serious injury or serious vehicle damage is subject to suspension with pay during the period of investigation. Upon completion of the investigation, Article 12 (Disciplinary Procedures) will be invoked, if necessary.

E. The following shall apply for "at fault" accidents other than (D) above:

A bus driver who has two (2) "at fault" accidents and/or moving traffic violations driving a bus within one (1) contract year, or three (3) within five (5) years from the date of the first of the three (3) "at fault" accidents or moving traffic violations is subject to suspension without pay for a period up to ten (10) days. A bus driver who has three (3) "at fault" accidents and/or moving traffic violations within one (1) contract year; or four (4) "at fault" accidents and/or moving traffic violations

within three (3) contract years; or is convicted of any driving offense while under the influence of alcohol, drugs, or any controlled substance in any vehicle is subject to suspension without pay for up to thirty (30) days and/or dismissal.

F. A bus driver who the insurance company of the Strongsville City Schools refuses to insure will be eligible for recall to a position that does not require the operation of a vehicle under the same standards as set forth in the Article 13, Reduction in Force and provided further the employee has the skills and abilities to fill the position and a vacant position exists. If no position exists, the employee will be placed on a recall list and will be recalled (under the same standards as set forth in the Article 13, Reduction in Force) if a position for which he/she is qualified becomes available during the contractual recall period. This former bus driver's position on any recall list will be after those on the list as a result of a reduction in force as provided in this contract.

G. A bus driver must submit to and pass any drug or alcohol test required by federal, state or school district regulations. Failure to comply with the request for testing or failure to pass the test may result in disciplinary action up to and including dismissal. The bus driver will be reassigned to non-driving duties pending investigation. The driver will be given seven (7) calendar days to challenge the results as provided in federal regulations. If the bus driver fails to provide evidence which proves the tests were in error, the bus driver will be subject to disciplinary action up to and including discharge. If the bus driver provides evidence which proves the tests were in error, the bus driver will be paid for any regular wages lost during the investigation. Bus drivers shall be paid for the time needed to take drug or alcohol tests if it occurs during the driver's regular hours. If the testing occurs outside the driver's regular hours, the driver will be paid for a maximum of one (1) hour.

H. A bus driver must continue to demonstrate safe and proper driving skills and satisfactory control of student riders.

I. Regular attendance by bus drivers is vital because of the nature of the position.

41.26 If the Board of Education purchases or enters into a long term lease for a van or automobile, individuals in positions of teachers or coaches who have normally used their personal cars or vehicles rented by the school district for field trips, may drive the van or automobile to these events. Teachers or coaches would not be paid for driving any vehicle purchased or leased by the school district and must be annually certified and evaluated by, or verified by, a Strongsville On Board Instructor. It is not the intention of this paragraph to use more than one (1) school van to replace a school bus, except that overnight trips may use more than one (1) school vehicle which is not a school bus.

41.27 Extra work during the school year or vacations, such as moving or cleaning buses, which will require the hiring of help for such activities, except for student summer help which may be hired to assist the mechanics, will be offered to bus drivers in much the same manner as field trips. The seniority list for field trips at its current rotation point will be used through July 31 of each year. This does not include work answering telephones and dealing with transportation problems in the months of August and September.

41.28 Classified employees who work as bus drivers will be allowed to waive their benefits after the October route selection and be paid the waiver on a prorated basis. The waiver must be completed before the end of October.

41.29 Extended school year (ESY), routes, if any, will be made available to the drivers and aides (as needed) by seniority. Safety town drivers will not be eligible for ESY routes unless no other drivers are available.

41.30 On District-wide calendar professional development days, drivers and aides will be expected to work and will be paid the greater of an additional one (1) hour stipend or actual time worked, whichever is greater.

41.31 Safety Town Driving

A. Bus drivers wishing to participate in Safety Town will be chosen from the current list of Safety Town drivers.

B. Participants must be willing to commit to all sessions of Safety Town.

C. A stipend of three hundred dollars ($300) will be paid for participating in a Safety Town program.

D. When there is a need or desire by the Administration to expand the list of eligible Safety Town drivers, the following criteria will be applied:

1. Eligible Safety Town drivers must have at least five (5) years experience as a bus driver in the District.

2. Eligible Safety Town drivers must have had prior Safety Town driving experience or have transported Kindergarten/Pre-School students as part of an assigned route or substituting.

3. Safety Town drivers must demonstrate excellent oral communication skills in a public format.

4. If all factors are considered equal, seniority shall control.

5. The Safety Town position will be posted at least once every five (5) years and drivers on the list will be offered by continuous seniority rotation.

6. The decision concerning successful bidders for the Safety Town driver list shall be made by the Administration and the Administration's decision shall be final. When requested, unsuccessful bidders will be given feedback by the Administration concerning why they were not chosen for Safety Town driving assignments.

41.32 If a Transportation employee places at a Regional Rodeo competition and qualifies to move on to the State Rodeo Competition, the employee will receive a one-time fifty dollar ($50) stipend. If an employee qualifies for the State Rodeo competition, the employee will receive an additional one-time stipend of seventy-five dollar ($75). If an employee qualifies for the National Rodeo competition, the employee will receive an additional one-time stipend of one hundred dollars ($100).

41.33 A driver of a school vehicle other than a school bus must maintain a valid driver's license, this shall be a commercial driver's license (CDL) if required for the operation of the type of vehicles driven in the performance of duties. Such driver shall meet and pass all the requirements as indicated and all other provisions in Article 41, Transportation, paragraphs 41.25, D, E, F, G, H, and I, where the term "school bus driver" is used in the Transportation Article except as follows:

A. Drivers referred to in this section will be required to obtain BCI/BCII checks as required by law.

B. In order to offset the cost to drivers who hold a CDL to renew their licenses, a stipend of thirty dollars ($30) per year will be paid at the end of each school year. This does not include the required pre-employment BCI check for all new employees.

C. Drug and alcohol testing will be conducted during normal work hours, but if necessary up to two hours of extra time will be allowed with appropriate documentation.

D. The portion of 41.25 paragraph I dealing with "... satisfactory control of student riders." does not apply to drivers who are not school bus drivers.

E. Drivers of school vehicles other than a school bus who fail to maintain required driver's licenses will be treated as if they had become uninsurable under Article 41, Transportation, paragraph 41.25 G.

41.34 The cost of any criminal records check required by law will be borne by the employee except as noted in paragraph 41.33 A & B of this Article, and paragraph 41.25. Any employee who bears the cost of any required document shall receive a copy.

41.35 <u>ON BOARD INSTRUCTORS (OBIs)</u>

A. When a vacancy occurs in an OBI position, the position will be posted, and interested drivers may bid on the position in accordance with Article 10 – <u>Posting Job Vacancies</u>.

B. Candidates not selected to be interviewed by the Administration will be notified and given feedback concerning the reasons they were not chosen to be interviewed.

C. OBI drivers must demonstrate excellent oral communications skills and must meet all legal requirements for the position prescribed in OAC 3301-83.

D. OBIs selected for the position on or after March 1, 2010, may serve in the position for a maximum of five (5) years. Drivers serving in the position of OBI on March 1, 2010, may serve in the position for a maximum of five (5) years after March 1, 2010.

E. OBI candidates must have a minimum of five (5) years of experience in the Strongsville District as a bus driver before being eligible for selection to an OBI position and must be free from no fault accidents in the five (5) years immediately preceding the driver's bid on an open OBI position.

F. If all other factors among OBI candidates are equal, seniority will control.

G. All drivers applying for an OBI position must meet all of the qualifications prior to applying for the position.

ARTICLE 42 – CUSTODIAL AND SKILLED MAINTENANCE PROVISIONS

42.1 If an employee is called in to perform a building check, the employee will receive a minimum of two (2) hours pay at applicable rates. If an employee is called in for any other duty, the employee will receive a minimum of two (2) hours pay at applicable rates.

42.2 Custodians shall be provided a minimum of fifteen (15) minutes of additional time to open and/or close their buildings for events for agencies or government groups scheduled outside of regular work hours.

42.3 Custodial Overtime

A. Overtime will first be offered within the building, rotation by seniority (continuous rotation) and offered to part-time custodians as well.

B. If events cannot be covered within the building, the overtime will be offered to district custodians on a rotating basis (continuous rotation) starting with the most senior employee first. This will also include part time custodians.

C. Custodians who wish to participate in district overtime will need to notify the Assistant to the Director of Business Services by the beginning of each school year. A paper form will be used for this purpose.

D. All communication will be via e-mail. All custodians will need to reply to an overtime request within two (2) hours of their start time (Workdays only).

E. In case of emergency or last minute overtime, the Superintendent or designee has right of assignment.

F. For specific building events, the Superintendent or designee has right of assignment. The Athletic Director's request will be given consideration for specific athletic events.

42.4 Skilled Maintenance Overtime

All overtime incurred in the skilled maintenance department will be distributed on a rotating basis by seniority. A schedule will be posted in the maintenance department indicating the rotation and time given.

42.5 Grounds maintenance, and custodial employees required to have an ODA license shall be paid the stipend set forth in Article 33.

42.6 Any grounds maintenance and skilled maintenance employee required to have the CDL combo license shall be paid the stipend set forth in Article 33.

42.7 VEHICLE SNOW REMOVAL OVERTIME ROTATION LIST

The District shall create an overtime list for the Skilled Maintenance and Grounds Maintenance classification for the purpose of weekend snow removal. Employees who desire to participate in the snow removal shall sign up on the sign-up list. Employees on the sign-up list shall then be used on a continuous seniority rotation basis.

42.8 SALT TRUCK OVERTIME ROTATION LIST

The District shall create an overtime list for the Skilled Maintenance and Grounds Maintenance classification for the purpose of salt truck responsibilities. Employees who desire to participate in salt truck responsibilities shall sign up on the sign-up list. Employees on the sign-up list shall then be used on a continuous seniority rotation basis.

ARTICLE 43 – CAFETERIA PROVISIONS

43.1 There shall be a catering rate established for food service employees only for all catering work performed outside the employee's normal hours of work. For the purposes of this section, "catering" shall mean the performance of food service duties for an activity not part of the employee's normal and routine food service duties.

43.2 The catering rate shall be one and one half (1.5) times the employee's regular hourly rate.

43.3 Participation in catering activities by a food service employee outside of the individual's normal hours of work will be on a voluntary basis.

43.4 Effective August 22, 2003, the starting hourly rate for high school cafeteria manager shall be increased by one dollar ($1) per hour and with a corresponding increase in the steps and the starting hourly rate for elementary/middle school cafeteria managers shall be increased by fifty cents ($.50) per hour with a corresponding increase in the steps. In addition, these positions will also receive the general wage increase for the 2003-2004 school year. For the succeeding school years, these positions shall only receive the general wage increase in the same manner as the other bargaining unit positions.

43.5 There shall be a separate pay classification for cooks. Step A shall be $10.86 (plus any general wage increase). Cooks currently at Step K during the 2002-2003 will not move a step during the 2003-2004 school year and instead will receive the 2003-2004 general wage increase. Effective August 1, 2004, such employees will be eligible for both the step movement plus the 2004-2005 general wage increase. Redlined employees will be eligible for movement for the 2003-2004 school year and shall be placed at the closest step that approximates their 2002-2003 wages plus any 2003-2004 general wage increase.

43.6 Those employees holding a Serv Safe Certificate shall be paid the stipend set forth in Article 33.

43.7 In addition to any general wage increase, a Cafeteria Manager shall be paid a differential equal to the general wage increase. Such differential will be pro-rated over his/her selected pay option. A person substituting for a Cafeteria Manager and entitled to pay under Section 25.10 shall not be entitled to the differential.

ARTICLE 44 – MISCELLANEOUS PROVISIONS

44.1 Members of the bargaining unit may be awarded not more than five (5) years of out-of-district comparable experience at the discretion of the Superintendent with notification to the appropriate Union President.

44.2 The Board of Education agrees to assume responsibility for printing and distribution of the Agreement following ratification. The Board will assume the cost of printing sufficient copies for all bargaining unit employees and an additional fifty (50) copies to be given to the President of the Locals.

44.3 An employee shall not be charged for personal, vacation or sick days if they fall on a calamity day.

44.4 Employees may hold two (2) part-time positions which do not exceed eight (8) hours per day or forty (40) hours per week. Overtime which pays time and one-half must be approved by the Director of Business Services or designee. The hours of both positions will be combined to complete benefit eligibility. If one of the two positions is that of bus driver, that bus driver may not bid on field trips if the field trip would conflict with the stated hours of the second position. It in the intent of this paragraph to provide opportunities for additional employment to employees in the district. It is not the intent to cut or divide current positions to create part-time positions.

44.5 All employees will comply with the regulations of H.B. 308, the Ohio Public Employees Risk Reduction Act. After instruction, failure to comply may result in disciplinary action up to and including termination.

44.6 Training will be provided to all employees on proper lifting techniques.

44.7 Volunteers will not be used to do work formerly performed by employees currently on RIF status in accord with the provisions of Article 13, Reduction in Force. No volunteers will be used to reduce hours of current employees.

44.8 In order to clarify the role of the volunteer in the building, the following guidelines have been developed per the memorandum of July 31, 2001:

A. The building principals will set up rotational schedules for parents who wish to volunteer in their buildings. This will help to deter any sense of ownership in a position after having done that job for a number of weeks/months.

B. Each principal will set up lists of areas where volunteers are needed in his/her building. This list will not be specific for any one volunteer to a set time each week in any area. All areas of the building can offer opportunities for volunteers to help out. This will make a well-rounded experience for any parent who wishes to volunteer.

C. Volunteers are in the building to aide and assist. Their function is not to guide and direct as that of the regular building employee. Volunteers are not to be used in the absence of a regular employee.

D. A volunteer cannot replace any employee who was riffed. Other regular employees with assignment changes will assume the responsibilities of the job that was riffed.

44.9 If the District determines that an employee or group of employees are required to wear uniforms, the District will provide an appropriate number of uniforms for the employees or will provide such employees with a uniform allowance. If uniforms are required, the Assistant Superintendent for Human Resources/designee will meet with the respective Union President to determine the number of uniforms to be provided or the amount of the allowance. If the parties cannot reach agreement on either the number of uniforms or the amount of the allowance, the matter may be submitted to arbitration.

44.10 Classification Changes

A. A position within a classification whose job description has changed will be encouraged to meet the new minimum qualifications of the job description.

B. By August 1, 2005 all employees in positions whose job descriptions minimum qualifications have changed may be required to attend the District offered training.

C. Any current Office Support employee who currently does not meet the new minimum qualification for typing words per minute (WPM) shall be grand-fathered at the minimum WPM required at the time they accepted their current position.

D. All employees are encouraged to attend District offered computer training to enhance their skills in their current positions.

E. When applying for a posted position, all employees must meet the minimum qualifications of the job description prior to the date of the posting.

F. The intent of the change in qualifications is not intended to demote nor remove any employee from his/her current position but to enhance staff skills.

44.11 Tech aides may be granted up to five (5) additional days at the beginning of the school year as approved by the Assistant Superintendent for Human Resources/designee.

44.12 The Local Union Presidents may be members of the Business Advisory Committee upon recommendation of the Superintendent.

44.13 There shall be at least five (5), six and one half (6.5) hour permanent special education aide positions. These shall bid by special education aide seniority. The Union President and the Assistant Superintendent for Human Resources/designee shall agree upon the bid process. If additional time is necessary because of annual building needs, an annual differential of one half (.5) hours per day will be bid within the building by special education aide seniority. The Union President and the Assistant Superintendent for Human Resources/designee shall agree upon the bid process.

44.14 All 260-day employees shall receive a paid floating holiday for working on an election day when election day is a non-work paid day for other employees. (See Appendix N).

44.15 Employees will not be charged for the first copy of a document/s from his/her personnel file.

44.16 CRIMINAL BACKGROUND CHECKS

The Board will reimburse each employee up to Thirty Dollars ($30.00) for documented expenses related to obtaining a criminal background check. Drivers will continue to be reimbursed for criminal background checks pursuant to Section 41.33 of this Agreement.

44.17 BAND INSTRUMENT TRAILER TOWING VEHICLE DRIVING

The following criteria shall apply for members of both bargaining units to be eligible to drive the Band Instrument Trailer Towing Vehicle:

A. Band Instrument Trailer Towing Vehicle drivers must have a valid Class A CDL license and related requirements (i.e., alcohol/drug random test, insurable, physical).

B. The Band Instrument Trailer Towing Vehicle driver opportunity sign-up list will be offered annually, or when the Administration determines that there is a need or desire to expand the list of eligible Band Instrument Trailer Towing Vehicle drivers, and drivers on the list will be offered by continuous seniority rotation.

C. A Band Instrument Trailer Towing Vehicle driver shall be paid at the employee's regular rate of pay.

D. Once the annual list has been compiled by the Administration, a copy of the sign-up list will be given to the Union Presidents.

E. Acceptance of an event may not conflict with an employee's regularly scheduled work hours. However, if a field trip has been previously selected by a Bus Driver and notice is then given that a Tow Vehicle trip is needed, he/she shall have the option to accept the Tow Vehicle trip and return the field trip to the Transportation office for assignment according to the Negotiated Agreement.

ARTICLE 45 – HEALTH AND SAFETY

45.1 A representative from each job category, appointed by the respective union presidents, will be part of the Health & Safety Committee. The names of the committee members will be posted in the respective district buildings.

45.2 There shall be a meeting at the beginning of the school year and at the end of the school year. Other meetings will be scheduled as needed.

45.3 Health and Safety concerns will be submitted on the appropriate form. Appendix K.

ARTICLE 46 – IMPLEMENTATION AND DURATION

46.1 This Agreement shall take effect August 1, 2011, remain in full force and effect through June 30, 2014, and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiation Article.

46.2 Provisions of this Agreement shall supersede any policy or procedure previously adopted by the Board which is inconsistent with the terms and conditions herein stated. This Agreement contains the full understanding and agreement between the parties.

46.3 If any provision of this Agreement is deemed contrary to law by an act of the legislature or a court of proper jurisdiction, then such provisions shall be null and void to the extent prohibited. All other provisions shall continue in full force and effect.

46.4 The provisions of this Agreement shall supersede and control over any act of the legislature regarding the collective bargaining rights of boards of education and/or public school employees, except that, in the event an act of the legislature mandates binding arbitration and/or service fee for boards of education and public school employees, then this Agreement shall be amended to include provisions regarding binding arbitration and/or service fee.

46.5 In accordance with the judgment entry of the Court of Common Pleas of Cuyahoga County, Ohio, in Board of Education of the Strongsville City School Dist. v. City of Strongsville, et al., Case No. 156158 and Ordinances No. 1989-30 and 1990-5, adopted by the City Council of the City of Strongsville, the jurisdiction and rule-making authority of the Strongsville Civil Service Commission does not extend to employees of the Board of Education of the Strongsville City School District. Therefore, it is expressly agreed that no employee or representative has the right of appeal to the Strongsville Civil Service Commission with respect to any action or undertaking concerning such employee or group of employees by the Board of Education of the Strongsville City School District.

46.6 Any other item which appeared in the previous Agreement and which has not been specifically addressed above or which has not been previously tentatively agreed upon shall remain the same as in the expired Agreement.

CLASSIFIED TITLES

AIDES

Title
Monitors

Educational Aides

Special Education Classroom Aide*

CAFETERIA

Title
Cafeteria Hourly

Cook

High School Assistant Manager

Middle School Manager

Elementary Manager

High School Manager

OFFICE SUPPORT

Title
Clerk I – Building, Clerk/Clerk Monitor

Clerk II – District Clerk (Support Services, District AV, Publications, Shipping/Receiving, Athletic Clerk, Gifted, Substitute Service)

Data Input Specialists

Elementary Secretary
Middle School Secretary
High School Secretary

District Secretary

Specialist Treasurer's Office

Specialist Central Receiving

MAINTENANCE AND CUSTODIAL

Title
Custodian/Laundry Attendant/Sweeper

Athletic Custodian**

Grounds Maintenance

Utility Truck Driver

Assistant High School Head Custodian

Elementary Head Custodian
Middle School Head Custodian
High School Head Custodian

Skilled Maintenance

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*Special education classroom aides will retain the title until they vacate the position. The vacated position will be posted as a special education aide/attendant.

**At such time as the incumbent employees are no longer employed in this position, the Athletic Custodian title will be merged into the Custodian title.

TRANSPORTATION

Title
Bus Aide

Bus Driver

Mechanic

Head Mechanic

TECHNOLOGY

Title
Media (Elementary Media Assistant, Middle School Media Assistant, High School Media Assistant*, High School AV Assistant*)

Technology Assistants

Senior Technical Assistant

A/V Communications Technicians

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*When the current Media Clerk – High School and AV – Clerk High School vacate the position, the position will be posted in the Technology category as Media I – Media Assistant High School and Media I – AV Assistant High School.

Effective August 1, 2011 – June 30, 2014

Step	Monitor	Educational Aide	Special Education Aide/Attendant
A	12.99	13.46	13.46
B	13.11	13.80	13.80
C	13.25	14.11	14.11
D	13.39	14.45	14.45
E	13.58	14.76	14.76
F	13.79	15.11	15.11
G	13.99	15.44	15.44
H	14.21	15.77	15.77
I	14.45	16.19	16.19
J	14.59	16.60	16.60
K	14.74	16.91	16.91

Effective August 1, 2011 – June 30, 2014

Step	Cafeteria Hourly	Cook	Manager Elem/MS HS Assistant	High School Manager
A	11.97	12.99	14.05	15.02
B	12.22	13.26	14.36	15.34
C	12.46	13.52	14.71	15.73
D	12.74	13.84	15.04	16.08
E	13.00	14.10	15.41	16.44
F	13.25	14.38	15.75	16.80
G	13.50	14.64	16.09	17.16
H	13.74	14.91	16.45	17.51
I	14.09	15.28	16.84	17.98
J	14.23	15.45	16.99	18.13
K	14.38	15.61	17.14	18.27

Strongsville City School District **Office Support Wage Schedule**

Effective August 1, 2011 – June 30, 2014

Step	Clerk I – Building Clerk – Clerk Monitor	Clerk II-District Clerk (Support Svcs.-District AV-Publications-Shipping/Rec.-Athletic Clerk-Gifted-Sub Service-Community Education-Board Building Receptionist)	Data Input Specialist	Specialist/ Secretary
A	13.93	14.22	15.07	15.41
B	14.30	14.55	15.46	15.79
C	14.61	14.94	15.84	16.19
D	14.95	15.28	16.21	16.56
E	15.28	15.62	16.60	16.92
F	15.60	16.00	16.99	17.33
G	15.95	16.36	17.36	17.70
H	16.27	16.70	17.74	18.06
I	16.60	17.05	18.13	18.46
J	16.92	17.43	18.51	18.84
K	17.35	17.85	19.00	19.31

Strongsville City School District **Maintenance & Custodial Wage Schedule**

Effective August 1, 2011 – June 30, 2014

Step	Custodian-Laundry Attendant/Sweeper	Athletic Custodian	Grounds Maintenance/Utility Truck Driver	Asst. HS Head Custodian-Elem. & Middle School Head Custodian	HS Head Custodian-Skilled Maintenance
A	17.71	17.92	18.17	19.17	20.64
B	18.04	18.23	18.46	19.49	21.00
C	18.32	18.55	18.75	19.77	21.37
D	18.63	18.84	19.04	20.09	21.70
E	18.97	19.14	19.34	20.39	22.07
F	19.27	19.45	19.63	20.70	22.44
G	19.55	19.74	19.95	21.00	22.76
H	19.85	20.08	20.22	21.32	23.16
I	20.15	20.38	20.50	21.63	23.50
J	20.45	20.68	20.92	21.90	23.83
K	20.90	21.09	21.45	22.34	24.31

Strongsville City School District **Transportation Wage Schedule**

Effective August 1, 2011 – June 30, 2014

Step	Bus Aide	Bus Driver	Mechanic Assistant	Mechanic	Head Mechanic
A	13.46	17.12	18.25	20.64	21.98
B	13.80	17.50	18.44	21.00	22.36
C	14.11	17.92	18.85	21.37	22.73
D	14.45	18.32	19.17	21.70	23.05
E	14.76	18.75	19.49	22.07	23.43
F	15.11	19.14	19.77	22.44	23.78
G	15.44	19.66	20.09	22.76	24.10
H	15.77	19.79	20.39	23.16	24.50
I	16.19	19.93	20.70	23.50	24.86
J	16.60	20.08	21.00	23.83	25.18
K	16.91	20.21	21.40	24.31	25.66
Field Trip Rate	xxxxxxxxxx	14.22	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx

Strongsville City School District **Technology Wage Schedule**

Effective August 1, 2011 – June 30, 2014

Step	Media Elementary Media Assistant, Middle School Media Assistant, High School Media Assistant, High School AV Assistant	Technology Assistants	AV Communications Technicians	Senior Technical Assistant
A	13.46	13.46	20.65	21.98
B	13.80	13.80	21.00	22.36
C	14.11	14.11	21.37	22.73
D	14.45	14.45	21.70	23.05
E	14.76	14.76	22.07	23.43
F	15.11	15.11	22.44	23.78
G	15.44	15.44	22.76	24.10
H	15.77	15.77	23.17	24.50
I	16.19	16.19	23.51	24.86
J	16.60	16.60	23.83	25.18
K	16.91	16.91	24.31	25.66

STRONGSVILLE BOARD OF EDUCATION

Board President

Superintendent

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCALS 290 AND 028

President, Local 290

President, Local 028

O.A.P.S.E. Field Representative

APPENDIX A

STRONGSVILLE CITY SCHOOL DISTRICT

WRITTEN RECORD OF VERBAL GRIEVANCE

Step 1

Name of Grievant:_____

Assignment:_____

Immediate Supervisor:_____

A. Date Cause of Grievance Occurred:_____

B. Statement of Grievance:

C. Relief Sought:

_____ _____

Signature of Grievant or Union Representative Date Filed

D. Date Received by Administration:_____

E. Disposition:

_____ _____

Signature of Administrator Date Filed

Distribution (appeal and reply)

Immediate Supervisor
Superintendent/or Designee
OAPSE President
Administrator
Grievant
OAPSE Field Representative

APPENDIX B

STRONGSVILLE CITY SCHOOL DISTRICT

LETTER OF INTEREST FOR A SUPPORT STAFF POSITION

Name_____Date of Submission_____

Address_____

City_____Zip Code_____

- Home Phone Number_____
- Cell Number_____
- Best Time(s) to Contact:_____

  _____

  _____

- Best Days to Contact:_____

  _____

  _____

E-mail Address:_____

PLEASE INCLUDE ALL NUMBERS AND TIMES OF AVAILABILITY TO ENSURE PROPER COMMUNICATION.

Current Assignment:_____

I wish to apply for the vacant _____ position.
When applying, I understand that I will be available to interview for said vacancy at the time of notice. Interviews will not be delayed due to the applicant's unavailability.

Please be sure to request a copy of the current job description at the time of application. When submitting this letter of interest, please attach a copy of your most recent resume.

I, _____, have reviewed the appropriate job
(please sign)
description. I also certify that I meet the qualifications for this position.

APPENDIX C

STRONGSVILLE CITY SCHOOL DISTRICT

MATRIX

1. ATTENDANCE

- Use last two (2) years from posting date

- Do not count extended absences of four (4) days or more or absences taken pursuant to Article 13.4 in calculating this category.

- Score as follows:

0	=	Perfect attendance
4	=	1-3 days absence
6	=	4-6 days absence
8	=	7-9 days absence
10	=	10 or more days absence

Employees with less than two (2) years of service to the District will receive a 3.

- An absence is sick leave or personal leave (do not count vacation or business leave).

2. PERTINENT EXPERIENCE IN DISTRICT

- Score as follows:

1	=	10 or more years in district
2	=	8-9 years in district
3	=	6-7 years in district
4	=	4-5 years in district
5	=	3 or less years in district

3. PERTINENT EXPERIENCE OUT OF DISTRICT

- Qualifying year of experience would be work in a similar classification in another district or similar work in private industry. All other experience in non-pertinent.

- Score as follows:

1	=	20 or more years experience
2	=	15-19 years
3	=	11-14 years
4	=	7-10 years
5	=	6 or less

APPENDIX C (Cont'd)

4. START DATE (SENIORITY)

- Count each anniversary date as one year
- Rank all candidates from most senior to least senior
- Score as follows:

1	=	most senior
2	=	next most
3	=	next most
4	=	next most
5	=	least senior

- If more than 5 candidates then all those ranked 5th and lower receive a score of "5"

5. RECORD OF PROFESSIONAL DEVELOPMENT

- Each individual will present a record of professional development and will be rated as follows:

1	=	PD beyond current position but related to applied position
2	=	PD beyond current position
3	=	Specific to current position (non-mandated)
4	=	Mandated to professional development for the position
5	=	No PD

6. INTERVIEW SCORE (Resumes are preferred but not required)

- When necessary, candidates will be required to participate in a five (5) question interview with the Assistant Superintendent for Human Resources/designee. The questions will include questions relevant to Items 2 and 3 and the job descriptions.
- Score as follows:

1	=	50 points
2	=	40-49 points
3	=	30-39 points
4	=	20-29 points
5	=	1-19 points

APPENDIX D

STRONGSVILLE CITY SCHOOL DISTRICT

EMPLOYEE DISCIPLINE FORM

Employee Name_____ Position:_____

Date:_____ From:_____

Dear _____:

In compliance with the OAPSE Negotiated Agreement, you are being notified of a

_____

(Verbal warning or reprimand)

Area of concern/violation:_____

_____

_____

_____

Contract violation area:_____

Correction action:_____

_____

_____

_____

Failure to comply with the corrective action will warrant further disciplinary action.

Cc: Union President
Personnel File
Immediate Supervisor
Treasurer (if suspended)

APPENDIX E

STRONGSVILLE CITY SCHOOL DISTRICT

NOTIFICATION OF ABSENCE/REQUEST FOR LEAVE

Certificated Staff Association Leave Professional/Business Leave Field Trip Jury Duty

Support Staff Personal Leave Vacation Sick Leave

NAME: _____

Date(s) of absence/leave/vacation _____ Total Days Absent: _____

If half day, indicate ____A.M. ____P.M. IF NOT FULL DAY ABSENCE, Total Hours Away from Work: _____

Building: _____ Assignment _____ Total hours worked per day: _____

If Substitute needed Yes No If yes, time needed: _____

This statement must be completed when an employee is absent and utilizes paid sick leave in accordance with the District/Contract guidelines and as provided in ORC 3319.141. If the Human Resources office does not receive the Notification of Absence/Request for Leave within ten (10) working days from the employee's return to work , the Direction of Human Resources will send a written notice of the missing form to the employee, with a copy of their supervisor and the Superintendent, advising the employee that unless the Notification of Absence/Request for Leave is received in the Human Resources office with five (5) working days from the date of the written notice, a deduction shall be made from the employee's next pay check. The deduction shall be the per diem rate equal to the number of days the employee was absent.

PAID LEAVES:

_____ A. Professional/Business Leave --or-- Association Leave --or-- Field Trip

Description _____ TOTAL COST $ _____

Location _____

Grant/fund name (If applicable) _____

Grant/fund coding: _____

Approved Disapproved By: _____ Date _____

_____B. If Personal Illness of injury: Physician consulted Yes No

If yes, name of Physician _____

_____C Family Illness or Injury in immediate family (SEA Agreement Article 14 A; OAPSE Agreement Article 14.5

_____D Death in Family

-- Immediate family whose relationship to me is: _____

-- Other person whose relationship to me is: _____

_____ E Personal Leave

_____ F Jury Duty/Court Duty (attach copy of summons/subpoena)

_____ G Assault Leave

UNPAID LEAVE:

_____ H Leave without pay (if more than one day, attach statement)

Applicant's signature _____ Date _____

Immediate Supervisor/Principal (when necessary)_____ Date_____

Superintendent's Signature _____ Date _____

Distribution: Employee (Pink), Supervisor (Yellow), Human Resources (White)

M-020

APPENDIX F

STRONGSVILLE CITY SCHOOL DISTRICT

SICK LEAVE/ABSENCE DEDUCTIONS

HR/MIN	AWARD	7.0	7.5	8.0	HR/MIN	AWARD	7.0	7.5	8.0
0:30		.07	.06	.06	4:30	.80	.64	.60	.56
0:45		.10	.10	.09	4:35	.82	.65	.61	.57
1:00	.18	.14	.13	.12	4:40	.83	.67	.62	.58
1:05	.19	.15	.14	.13	4:45	.85	.68	.63	.59
1:10	.21	.17	.15	.14	4:50	.86	.69	.64	.60
1:15	.22	.18	.16	.15	4:55	.88	.70	.65	.61
1:20	.24	.19	.17	.16					
1:25	.25	.20	.18	.17	5:00	.89	.71	.66	.62
1:30	.27	.21	.20	.18	5:05	.91	.73	.67	.63
1:35	.28	.23	.21	.19	5:10	.92	.74	.68	.64
1:40	.30	.24	.22	.20	5:15	.94	.75	.70	.65
1:45	.31	.25	.23	.21	5:20	.95	.76	.71	.66
1:50	.33	.26	.24	.22	5:25	.97	.77	.72	.67
1:55	.34	.27	.25	.23	5:30	.98	.79	.73	.68
					5:35	1.00	.80	.74	.69
2:00	.36	.28	.26	.25	5:40	1.01	.81	.75	.70
2:05	.37	.30	.27	.26	5:45	1.03	.82	.76	.71
2:10	.39	.31	.28	.27	5:50	1.04	.83	.77	.72
2:15	.40	.32	.30	.28	5:55	1.06	.85	.78	.73
2:20	.42	.33	.31	.29					
2:25	.43	.35	.32	.30	6:00	1.07	.86	.80	.75
2:30	.45	.36	.33	.31	6:05	1.09	.87	.81	.76
2:35	.46	.37	.34	.32	6:10	1.10	.88	.82	.77
2:40	.48	.38	.35	.33	6:15	1.12	.89	.83	.78
2:45	.49	.39	.36	.34	6:20	1.13	.90	.84	.79
2:50	.51	.40	.37	.35	6:25	1.15	.92	.85	.80
2:55	.52	.42	.38	.36	6:30	1.16	.93	.86	.81
					6:35	1.18	.94	.87	.82
3:00	.54	.43	.40	.37	6:40	1.19	.95	.88	.83
3:05	.55	.44	.41	.38	6:45	1.21	.96	.90	.84
3:10	.57	.45	.42	.39	6:50	1.22	.98	.91	.85
3:15	.58	.46	.43	.40	6:55	1.24	.99	.92	.86
3:20	.60	.48	.44	.41					
3:25	.61	.49	.45	.42	7:00	1.25	1.00	.93	.87
3:30	.63	.50	.46	.43	7:05	1.25		.94	.88
3:35	.64	.51	.47	.44	7:10	1.25		.95	.89
3:40	.65	.52	.48	.45	7:15	1.25		.96	.90
3:45	.67	.54	.50	.46	7:20	1.25		.97	.91
3:50	.68	.55	.51	.47	7:25	1.25		.98	.92
3:55	.70	.56	.52	.48	7:30	1.25		1.00	.93
					7:35	1.25			.94
4:00	.71	.57	.53	.50	7:40	1.25			.95
4:05	.73	.58	.54	.51	7:45	1.25			.96
4:10	.74	.60	.55	.52	7:50	1.25			.97
4:15	.76	.61	.56	.53	7:55	1.25			.98
4:20	.77	.62	.57	.54	8:00	1.25			1.00
4:25	.79	.63	.58	.55					

APPENDIX G

STRONGSVILLE CITY SCHOOL DISTRICT

SICK LEAVE BANK DONATION FORM

TO: SEA/OAPSE Local President or Superintendent

FROM: _____
(PRINT NAME)

Sick Bank Donation for: _____ OAPSE MEMBER *-OR-*
_____ SEA MEMBER
(Check only one box)

I am donating _____ day(s) of my accumulated sick leave days to the Sick Leave Bank for deposit in another member's account. I am aware that this donation is irrevocable and will become this person's sick leave as of this date. Unused days will be returned to the Sick Leave Bank to be applied for and used by other members as needed. The maximum number of days to be donated by me to another member is 20. I further understand that I will not be told the name of the individual needing these days and that the decision regarding this donation is solely the responsibility of the Sick Leave Bank Committee. The Superintendent will make the final decision as to the eligibility of the applicant.

_____ _____
SIGNATURE *TODAY'S DATE*

APPENDIX G (Cont'd)

STRONGSVILLE CITY SCHOOL DISTRICT

VOLUNTARY ANNUAL SICK LEAVE BANK DONATION
[REFER TO ARTICLE 14: SICK LEAVE, 14.9 F]

TO: OAPSE Local President

From: _____
(PRINT NAME)

I UNDERSTAND THAT IN ORDER TO BE ELIGIBLE TO REQUEST DAYS FROM THE SICK LEAVE BANK THAT I MUST DONATE ONE (1) OR MORE SICK DAY(S) TO THE SICK LEAVE BANK PRIOR TO SEPTEMBER 30th OF EACH SCHOOL YEAR. A SICK LEAVE DONATION DOES NOT GUARANTEE AUTOMATIC ENTITLEMENT.

**Any OAPSE member may voluntarily donate each school year. If you do not donate in that current school year upon which you need to request Sick Leave Bank Donations, you may not apply for said Sick Leave Bank Donations.

I would like to donate _____ day(s) voluntarily for the current school year. This donation must reach Human Resources between August 1st and September 30th.

_____ _____
OAPSE MEMBER'S SIGNATURE *TODAY'S DATE*

APPENDIX G (Cont'd)

STRONGSVILLE CITY SCHOOL DISTRICT

SICK LEAVE BANK APPLICATION FORM

I am requesting _____ days from the Sick Leave Bank due to my illness and the fact that my sick leave days will run out on _____.

I understand that I must meet all of the following criteria:

1. All of my sick leave accumulation has been exhausted, or will be as of the date noted above.
2. My absence is due to a catastrophic illness or accident or long term illness as certified by a licensed medical doctor.
3. My absence will disable the individual from performing normal job duties and such condition is anticipated to continue from the date of the qualifying condition, as certified by a licensed medical doctor.
4. I have turned in this application to use the sick leave bank form/
5. I have applied for SERS/STRS Disability retirement. (where appropriate)

I will need days from the Sick Leave Bank because_____

_____

_____

_____

_____

_____

Signature of Employee

_____

Date of Application

_____

Received by (Signature of Association/Local President or Superintendent, as appropriate)

_____

Date of Receipt

_____

THIS FORM IS TO BE SENT TO THE ASSOCIATION OR UNION LOCAL PRESIDENT OR SUPERINTENDENT FOR LEADERSHIP TEAM REQUEST

APPENDIX G (Cont'd)

STRONGSVILLE CITY SCHOOL DISTRICT

SICK LEAVE BANK APPROVAL FORM

To:_____

Date:_____

From:_____

You will receive _____ days from the Sick Leave Bank.

Copies to: Association/Local President or Superintendent
Human Resources
Treasurer

APPENDIX H

STRONGSVILLE CITY SCHOOL DISTRICT

APPLICATION FOR ASSAULT LEAVE

Pursuant to the provisions of Article 16 of the Negotiated Agreement between the Strongsville City School District and the Ohio Association of Public School Employees, I hereby apply for assault leave and, in support of my application, state the following:

Employee Name:_____ Bldg. Assignment:_____

I began my absence on:_____. I returned to duty on:_____

I was assaulted on:_____. By whom:_____

At _____in the following manner: _____
(Place where incident occurred) (Furnish)

_____
brief description of occurrence.)

The assault was witnessed by:_____

And was reported to: _____ on _____
(Name of Supervisor)

I have reviewed the options per the negotiated agreement regarding filing criminal charges. I further understand that falsification of this application or failure to fulfill all obligations of the negotiated agreement shall be grounds for suspension or termination of employment.

Date:_____ _____
(Signature)

APPENDIX I

STRONGSVILLE CITY SCHOOL DISTRICT

PARENTAL LEAVE APPLICATION FOR EMPLOYEES

The application must be filed 30 calendar days prior to commencement of the leave.

Name:_____ Date:_____

Present position:_____ Building:_____

Anticipated date of birth/adoption:_____

Do you anticipate using sick leave prior to the beginning of the parental leave?_____

If yes, what is the anticipated last day of work?_____

Parental leave without pay may be granted employees who are the parent of a newborn, legal ward (guardianship), or adopted child. A parental leave shall begin at any time between (a) commencement of the pregnancy, (b) in the event of adoption, the receipt of custody, (c) upon completion of the period of maternal disability following pregnancy, or (d) any time before the child reaches age 18. Only one leave per child shall be granted, and the leave shall be taken only in one block.

What is the anticipated date for the beginning of parental leave?_____

What is the anticipated date of return to work?_____

How do you want to be paid for days already worked when parental leave starts?_____

_____

Additional information if needed:_____

_____

_____

Signature of Parental Leave Applicant

Recommendation of the building principal or administrator to whom the employee reports:_____

_____

_____

_____

Principal/Administrator Signature

_____

Signature of Assistant Superintendent for Human Resources/designee

APPENDIX J

STRONGSVILLE CITY SCHOOL DISTRICT

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

To Health Care Provider: _____(Employee) has applied for family or medical leave from the Strongsville City School District. Employee is employed as a _____ (name of position). Please complete the information outlined below so that the Employee's eligibility can be determined:

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

The serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____.)

DIAGNOSIS – Please provide appropriate medical facts (attach separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of his/her position.

The Employee will continue to be under my care for treatment, and I will give the Strongsville City School District a monthly update in writing on the Employee's condition.

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to:

Assistant Superintendent for
Human Resources/designee
Strongsville City Schools
13200 Pearl Road
Strongsville, OH 44136
Fax number (440) 572-7036

APPENDIX J (Cont'd)

STRONGSVILLE CITY SCHOOL DISTRICT

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Strongsville City School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions:

Date to return: _____

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to:

Assistant Superintendent for
Human Resources/designee
Strongsville City Schools
13200 Pearl Road
Strongsville, OH 44136

Fax number (440) 572-7036

APPENDIX J (Cont'd)

STRONGSVILLE CITY SCHOOL DISTRICT

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR REDUCED WORK SCHEDULE

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Strongsville City School District. Please complete the information below so that the Employee's eligibility can be determined.

____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

____ Employee has requested intermittent leave or a reduced-work schedule for his/her own serious health condition. Indicate below the medical necessity and expected duration of such leave.

____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to:

Assistant Superintendent for
Human Resources/designee
Strongsville City Schools
13200 Pearl Road
Strongsville, OH 44136

Fax number (440) 572-7036

APPENDIX J (Cont'd)

STRONGSVILLE CITY SCHOOL DISTRICT

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Strongsville City School District. Please complete the information outlined below so that the Employee's eligibility can be determined.

I hereby certify that Employee is needed to care for his/her child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____.)

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for his/her relative until _____ (Date).

(Indicate whether actual _____ or estimated _____.)

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to:

Assistant Superintendent for
Human Resources/designee
Strongsville City Schools
13200 Pearl Road
Strongsville, OH 44136

Fax number (440) 572-7036

APPENDIX K

STRONGSVILLE CITY SCHOOL DISTRICT

REQUEST TO REVIEW SAFETY CONCERNS

Any safety concerns an employee may have can be addressed on this form. Form routing will be as follows: Concern must firsts go to immediate supervisor/principal. If unable to solve the issue, it should be sent to the advisory committee appropriate for that school or department (i.e., BAC, TAC.), for review. If not solved at this level, the concern will then be sent to the Safety Committee and will be reviewed by them. If no advisory committee exists, or the supervisor/principal does not feel the concern is appropriate for this committee, it should be sent directly to the Safety Committee. When the issue is resolved, the employee will get a written response.

If supervisor/principal feels the concern warrants immediate attention, notify the Assistant Business Services Director.

Employee name:_____ Date:_____

Department/Building:_____

Employee concern:_____

_____

_____

_____

Step 1 Supervisor/Principals (indicate name and date)_____
( ) Resolved (indicate how under response/comments)
( ) Unresolved, forwarded to_____

Step 2 Advisory Committee – BAC/TAC (indicate name and date)_____
( ) Resolved (indicate how under response/comments)
( ) Unresolved, forwarded to_____

Step 3 Safety Committee (indicate name and date)_____
( ) Resolved (indicate how under response/comments)
( ) Requires administrative evaluation_____

Response/Comments:

_____

_____

_____

_____

_____

_____

Distribution:	(after resolution)
White:	Will be returned to the employee with response after evaluation
Yellow:	Will be sent to the Safety Committee after review
Pink:	Will be retained by the Supervisor/Principal
Gold:	Will be retained by the employee for their records before submitting

APPENDIX L

STRONGSVILLE CITY SCHOOL DISTRICT

NOTICE OF REMOVAL OF FIXED ASSET FROM BUILDING

Name: of Individual removing equipment:

Brief description of Piece of Equipment:

Tag Number or Tag Numbers of Equipment for removal.

Date Removed from Premises: Date Expected to Return:

It is the financial responsibility of the individual who removes a piece of equipment from the Strongsville City School District's grounds. Any damage or loss of said asset, will result in the recovery of the full value of the asset from the individual borrowing the equipment.

I hereby agree to the terms and conditions outlined in this agreement: (Signature of borrower)

Approval of Building Principal, Operational Unit Manager, Business Manager, or Superintendent:

Date returned and initials of Supervisor inspecting the property:

Send original to the Superintendent's Office before the equipment is removed. Second copy to the Superintendent's Office after the equipment is returned. The third copy is for your records.

APPENDIX M

STRONGSVILLE CITY SCHOOL DISTRICT

INJURY LEAVE

NOTICE OF INJURED EMPLOYEE'S ELECTION OF COMPENSATION

The Board of Education of the Strongsville City School District, through agreement with OAPSE Locals 290 and 028 have agreed to offer a Wage Continuation Policy applicable to those bargaining unit members who are injured or contract an occupational disease while in the course of employment. This policy is effective for injuries on or after August 1, 2006. In the past, injured employees have been partially reimbursed for lost wages by the Bureau of Workers' Compensation. Injured employees are compensated at the rate of 72% of the full weekly wage for the first 12 weeks of disability, and at 66 2/3% of the average weekly wage for all subsequent weeks of disability. In most cases, administrative delays have caused significant interruption in income from the last day worked to the eventual receipt of workers' compensation benefits.

In order to prevent such delays, the District will, in compensable claims, continue to pay wages at the same rate of pay the injured worker was making at the time of injury. This rate will be multiplied by the usual number of scheduled hours per week. This compensation will be paid for a period not to exceed 12 weeks. The payment by the District will take the place of payment by the Bureau. Wage continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the Bureau. In most cases, payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application. During this 12 week period, the District will not utilize its right to designate such absence as a FMLA leave, nor have the employee use his/her sick leave entitlement.

The payments by the District will be taxable income to the employee and subject to the same tax and SERS withholding requirements as one's regular weekly wage. Workers' compensation benefits payable by the State are not taxable income to the employee; however, the District's net payment should, in most cases, be equal to or greater than the payment which would be made by the Bureau, and will reduce the delay.

Receipt of wage continuation payments will be in lieu of workers' compensation lost time benefits. The payment of medical benefits will continue to be the responsibility of the Bureau of Workers' Compensation.

If the period of disability exceeds 12 weeks, the District may, solely at management's discretion, extend wage continuation payments for additional periods of time. Injury leave payments beyond 12 weeks will be calculated at the same rate of pay the injured worker was making at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, after 12 weeks, the District may request that the employee commence payment from the Bureau of Workers' Compensation. Since the claim number will be assigned by the Bureau, no interruption in the disabled employee's benefits should occur.

Hopefully, this plan will eliminate any financial hardship suffered by an employee as a result of occupational illness or injury. Please contact the Assistant Superintendent for Human Resources/designee at (440) 572-7037 with any questions you may have.

___ I elect to receive direct payments.

___ I elect to receive compensation from the Bureau of Workers' Compensation.

_____ _____

Employee's signature Date

APPENDIX N

STRONGSVILLE CITY SCHOOL DISTRICT

FLOATING HOLIDAY REQUEST

School Year:_____

Dear Superintendent:

I am requesting to use _____ as a floating holiday.
Date(s)

I am entitled to _____ floating holidays this year, per the _____
(1, 2, etc.) (Ex: 205, 260)

day calendar.

Name (print)_____ Building_____

Position:_____

Substitute needed: _____ Yes _____ No

Time substitute needed: _____

_____ _____
Applicant's Signature Date

_____ _____
Immediate Supervisor/Principal Signature Date

_____ _____
Superintendent's Signature Date

ROUTING: 1 Employee → 2 Supervisor/principal → 3 Superintendent's Office → 4 Human Resources

APPENDIX O

STRONGSVILLE CITY SCHOOL DISTRICT

RETIREMENT INTENT FORM

_____ _____

Name (Print) Current position

_____

Building

I plan to retire from the Strongsville City School District at the end of the current contract year. I would like my severance and retirement incentive paid per the OAPSE Negotiated Agreement in August following my retirement, or in January following my retirement. Please mark your choice below with an X.

_____ Incentive and severance paid in August following retirement

_____ Incentive and severance paid in January following retirement

_____ _____

Signature Date

_____

Current contract year

APPENDIX P

STRONGSVILLE CITY SCHOOL DISTRICT

CLASSIFIED EMPLOYEE EVALUATION

Employee Name _____

Position _____ **Bldg/Dept.** _____

Evaluator _____

Date of Pre-Conference _____

Probationary Period **15** **30** **45 days** (Circle one)

Probationary Period **30** **60** **90 days** (Circle one)

Evaluation Cycle **3** **2** **1 year** (Circle one)

Ratings: S (satisfactory-meets expectations), N (needs improvement), or U (unsatisfactory)

Ratings of N or U require a comment with regards to the rating given. Ratings of N or U must have written recommendations for improvement. (Attachments may be included.)

___ 1. Completes work with accuracy, thoroughness and neatness

___ 2. Possesses knowledge of methods, materials, objects and other fundamental information

___ 3. Learns procedures, rules and other details

___ 4. Organizes work, maintains equipment, works safely

___ 5. Performs unassigned tasks when need arises

___ 6. Relates well with students, public, and other employees

___ 7. Works well with minimal supervision

___ 8. Meets job requirements and accepts suggestions

___ 9. Possesses common sense and the ability to make sound decisions

___ 10. Attends work regularly

___ 11. Assigns work, training, and instruction to employees with fairness, provides leadership, keeps in mind the interest of the employee(s) welfare(s) (Supervisory employees)

APPENDIX P (Cont'd)

Comments Recommendations:

Employee Comments:

Employee's Signature _____ Date _____
(Signature of employee indicates examination only, it does not indicate agreement.)

Evaluator's Signature _____ Date _____

Distribution: Original to Employee
First copy to Human Resources
Second copy to Evaluator

The Strongsville Board of Education is an equal opportunity employer and does not discriminate on the basis of sex, race, religion, age, handicap or national origin in employment, and in the educational programs and activities that it operates.

Inquiries and grievances regarding compliance with the above acts and title may be directed to Compliance Officer, Strongsville City Schools, Human Resources Department, 13200 Pearl Road, Strongsville, Ohio 44136. Telephone number: (440) 572-7035.